The Sydney Morning Herald.

TERMS OF SUBSCRIPTION. Sydney £3 per annum; Country, £3 10s. 10 ₩ ct. discount for payment in advance. | VOL. XXIII. | SATURDAY, APRIL 1, 1848. | No. 3391 | CASH TERMS FOR ADVERTISEMENTS. For one inch and under 3s., and 1s. for every additional inch, for each insertion

PARRAMATTA STEAMERS.

REDUCTION OF FARES, AND ALTERATION OF TIME OF STARTING.

THE public are respectfully informed, that the proprietors have determined to reduce the fares on and after This Day, Saturday, the 1st April, to

Cabin .... 1s. 6d.
Steerage ...... 1s.

The Morning Packet from Parramatta will leave at eight, the second boat at half-past eleven, A.M.; and the afternoon steamer from Sydney, at four P.M. A new and well appointed omnibus, with careful driver, will be in attendance to convey passengers from and to the boats on arrival and starting.

Freight at very moderate rates, and every attention paid to passengers and their luggage.

Kellick's Wharf, April 1. 5471

STEAM TO THE HUNTER.

THE ROSE, THIS EVENING, AT TEN.
JAMES PATERSON, Secretary.

On and after the 1st April, the Steamers will leave Morpeth at 8 o'clock, Morning.

H. R. S. N. Co.'s Wharf. 5440

STEAM TO CLARENCE RIVER.

THE STEAM-SHIP PHŒNIX, will leave for the above district, Wednesday next, the 5th April, at 3 P.M.

Kellick's Wharf, April 1. 5722

STEAM TO MELBOURNE AND LAUNCESTON,

CALLING AT EDEN, TWOFOLD BAY.

THE Iron Steam-ship SHAMROCK, George Gilmore, commander, will sail THIS DAY, 1st April, at 6 P.M.

JAMES PATERSON, Secretary.

No goods or parcels will be received for shipment after 12 o'clock This Day.

H.R.S.N. Co.'s Wharf. 5130

FOR ADELAIDE AND PORT PHILLIP, VIA BOYD TOWN.

CALLING OFF BELFAST AND PORTLAND BAY TO LAND AND RECEIVE PASSENGERS, WEATHER PERMITTING.

THE STEAM-SHIP JUNO will be despatched for the above ports, on Monday, the 3rd of April, at three o'clock P.M.

	£	s.	d.
Fare in the Saloon, exclusive of wines and spirits	10	0	0
Steward's fee	0	5	0
Fore cabin, exclusive of provisions	4	0	0
Steward's fee	0	2	6

N.B.—In consequence of the support which the fore cabin of the Juno has received the public are informed that the accommodation has been considerably enlarged, and many additional berths added.

For freight or passage apply to BOYD AND CO., 2, Church Hill.

3579

TO SHIPPERS per JUNO.—No goods will be received after 12 o'clock on Monday, 3rd April.

BOYD AND CO.

March 31. 5723

LINE OF PACKETS FOR MORETON BAY.

THE regular Trader CHAMPION is now loading, and will sail this day, full or not full.

For freight or passage apply to T. C. THOMAS AND CO., Moreton Bay Packet Office, Commercial Wharf.

5744

MORETON BAY PACKET OFFICE.

THE undersigned beg to inform shippers to Moreton Bay that the Packet Office is this day removed from the COMMERCIAL WHARF, bottom of King-street, to the ALBION WHARF, bottom of Market-street, where the regular traders will in future load and discharge.

T. C. THOMAS AND CO.

March 31. 5745

FOR WIDE BAY VIA MORETON BAY.

THE SCHOONER EFFORT, to sail positively on Tuesday evening. For freight or passage apply to the Captain, on board, at the Circular Wharf; or to W. RICHARDSON, Kent-street.

March 31. 5716

FOR MELBOURNE DIRECT.

THE well-known clipper schooner PHŒBE, Captain George Bennett, having much of her cargo engaged, will meet with despatch.

For freight or passage apply to SHEPPARD AND ALGER, Packet Office, 470, George-street.

5629

FOR HOBART TOWN.

WILL CLEAR AT THE CUSTOMS THIS DAY,

THE fast-sailing new packet brig EMMA, 170 tons, R. F. Pockley, commander.

This vessel will receive cargo up to 12 o'clock This Day, and will sail To-Morrow, at daylight. She has very superior accommodation for cabin and intermediate passengers, the former fitted up with beds of the best description; there is a separate cabin for ladies.

For freight or passage apply on board, at the Queen's Wharf; or to JOHN MACNAMARA, Queen-street.

5763

FREIGHT AND PASSENGERS TO AUCKLAND, NEW ZEALAND.

THE A1 SHIP TASMANIA, 502 tons register, J. C. Tucker, commander.

This ship will sail for the above port in a few days; she has room for a few tons of goods, which will be taken at a low rate of freight.

Cabin and steerage passengers are invited to view the accommodations of this ship, which are very superior.

Parties desirous of shipping horses or cattle, will be treated with on the most liberal terms.

For freight or passage, &c., apply to the Captain, on board; or, to TUCKER, LINGARD, AND CO., George-street.

N.B.—The ship is lying at Deloitte's Wharf, where there is a large and substantial stockyard erected, with every convenience for shipping cattle. 5648

FOR PORT NICHOLSON DIRECT.

THE fine new clipper built brig LOUIS AND MIRIAM, 150 tons register, William Pelfold, commander, is now alongside Campbell's Wharf, and ready to take in cargo for the above port, and will meet with quick despatch. For freight, apply on board; or, to M. JOSEPH, 390, George-street.

4763

FOR PORT ALBERT DIRECT.

THE SCHOONER COLINA, J. Brown, master, will sail in a few days. For freight apply to ROBERT HOW AND CO.

Sydney, March 21. 5076

FOR LIVERPOOL DIRECT,

THE fine A1 Barque REGINALD HEBER, 379 tons, J. M'Farlane, commander.

For freight or passage apply to MACINTOSH AND HIRST, Queen's-place.

5646

FOR LONDON.

THE first-class British built Barque MIDLOTHIAN, 414 tons register, Thomas Fyall, Commander,

Has the greater part of her cargo on board, and will sail on the 10th April.

Has superior accommodation for passengers.

Apply to ROBERT HOW AND CO.; OR, TO GILCHRIST AND ALEXANDER.

5698

FOR LONDON.

THE fine A1 Barque JOSEPHINE, H. Smith, Commander, 210 tons register.

For freight or passage apply to COOPER AND HOLT; or, LYALL, SCOTT, AND CO.

5084

FOR LONDON DIRECT.

THE first-class ship ST. VINCENT, John Young, Commander, having a great portion of her cargo on board, will meet with quick despatch. For freight or passage apply to the Captain, on board; or to BROWN AND CO.

4321

FOR LONDON DIRECT.

THE A1 SHIP MARMION, 388 tons, Captain Pletcher, having the whole of her dead weight and a great portion of her light freight engaged.

For freight or passage apply to GRIFFITHS, FANNING, AND CO.; or, to RAMSAY AND CO.

4779

FOR LONDON DIRECT,

THE fine A1 teak-built ship CITY OF POONAH, belonging to Messrs. Green, Blackwall, C. Nelson, commander, will meet with prompt despatch. Has excellent accommodation for cabin and steerage passengers, and will carry an experienced surgeon.

For freight or passage apply to BOYD AND CO.

Church-hill, March 25. 5288

FOR LONDON DIRECT.

THE A1 SHIP CHINA, 650 tons, Captain Livesay, has room for 500 bales of wool.

For freight or passage, having splendid accommodations, apply to the Captain; or to SMITH AND CAMPBELL.

4931

FOR LONDON.

THE fast-sailing A1 barque TROPIC, 382 tons register, Charles Robertson, Commander.

Has a considerable portion of her cargo engaged, and will have quick despatch.

Apply to FLOWER, SALTING, AND CO.; OR, TO GILCHRIST AND ALEXANDER.

March 25. 5370

FOR LONDON,

THE fast-sailing A1 ship CHASELEY, 515 tons register, C. F. Aldrich, commander.

Has a considerable portion of her cargo engaged, and will have quick despatch.

Has superior accommodation for cabin and steerage passengers.

Apply to FLOWER, SALTING, AND CO.; OR TO GILCHRIST AND ALEXANDER.

March 29. 5596

FOR LONDON,

FOR LIGHT FREIGHT AND INTERMEDIATE PASSENGERS ONLY

THE fine Barque PANDORA, A1, 297 tons, Charles Cobb, commander. This vessel has first-rate accommodations for intermediate passengers.

For freight or passage, apply to the Captain, on board; to F. EBSWORTH; or, J. B. METCALFE.

March 21. 5036

FOR LONDON DIRECT.

THE fine first-class river-built ship EMU, 381 tons burthen, T. Smith, commander.

Has the greater portion of her cargo engaged, and will meet with quick despatch.

The accommodations are very superior, both for cabin and steerage passengers. For freight or passage apply to the captain, on board, at Miller's Point Wharf, to DONALDSON AND CO; or, to THACKER AND CO.

FOR LONDON.

THE FINE BARQUE BLAIR, A1, 333 tons, Captain Mordy, is now taking in cargo at Campbell's Wharf. For freight or passage apply to the Captain, on board; to F. EBSWORTH; or J. B. METCALFE.

March 30. 5574

FOR FREIGHT OR CHARTER.

THE fine fast-sailing A1 Brig LADY MARGARET, 284 tons, Charles Mille, Commander, will be ready to proceed on any voyage in a few days, when her present cargo from Manila is discharged.

Apply to HENRY MOORE, Miller's Point.

March 27. 5432

FOR SALE BY PRIVATE CONTRACT,

THE fine fast-sailing Ship MAZEPPA, 164 tons register, just arrived from Adelaide. This vessel was built on the Hunter, and launched in 1846; is coppered and copper-fastened, has just been fitted with a new suit of sails, and is well found in every respect. For further particulars apply to HENRY MOORE.

Miller's Point, March 29. 5740

FOR FREIGHT OR CHARTER,

THE fine fast-sailing ship HERALD, A1, John Virtue, commander. Apply on board, at Campbell's Wharf; or to R. T. FORD, 8, Bridge-street.

5636

HUNTER RIVER STEAM NAVIGATION COMPANY.

NOTICE TO SHIPPERS.

ON and after the 1st April, no goods or parcels will be received for shipment later than 6 P.M.

JAMES PATERSON, Secretary.

H.R.S.N. Company's Wharf. 5607

Commissariat Office, Hobart Town, 15th February, 1848.

TENDERS, in duplicate, will be received by the undersigned, until twelve o'clock, on Saturday, the 15th April next, from persons desirous of purchasing one pair of 16 horse Marine Steam Engines and Boiler, Pumps, &c., new and complete, not now required for the public service.

They are on an improved principle, being much lighter and not occupying more than two thirds the space of engines of the same power on the old plan, which is important where room is of great moment. Invented and manufactured by the celebrated engineers, Messrs. Penn and Co., of Greenwich, near London, who have fitted several war steamers with the same kind of engines for Her Majesty's Government; amongst others, the Sphynx ship of war, with 500 horse power engines, which, at the several trial trips, gave great satisfaction.

A drawing showing the above pair of engines, of the collective power of 32 horses, with a tubular boiler, and the method of fixing them in a vessel, together with a specification of the machinery, tools, and stores, can be inspected on application to the officer in charge of the Commissariat Magazines, at Hobart Town, with whom also the machinery, &c., are deposited.

An engineer from the inventor's manufactory accompanied the machinery from England, who will explain its principle.

The following is an inventory of the machinery, &c.:—

No.
1. 1 Boiler
2. 2 Cylinders
3. 1 Foundation plate, complete
4. 1 Top frame
5. 2 End frames, with brackets for throttle valves
6. 1 Crank axle
7. 2 Paddle shafts
8. 2 Paddle bosses
9. 7 Bundles of paddle segments, (No. 12)
10. 6 Ditto of long arms, (No. 24)
11. 6 Ditto of short arms (No. 48)
12. 2 Ditto of stays, (No. 12)
13. 6 Ditto of paddle boards, (No. 36)
14. 8 Ditto of coal boxes
15. 5 Ditto of steam chest casing
16. 9 Floor plates
17. 1 Bundle of boiler plates, (spare), two pieces
18. 2 Ditto of spare paddle segments.

64 Packages.
1-12. 12 Cases containing tools, stores, and machinery for the above.

Total 76 Packages.
Terms—Cash on delivery.

GEORGE MACLEAN, Deputy Commissary General.

4102

HAWKESBURY AGRICULTURAL ASSOCIATION.

A GENERAL MEETING of the supporters of the above association will be held at Coffey's Hotel, Windsor, on Saturday, the 8th of April next, at the hour of two o'clock noon, for the purpose of making arrangements for holding the next annual ploughing matches, and show of live stock and agricultural produce.

F. BEDDEK, Hon. Sec. pro. tem.

March 28. 5702

SYDNEY MARINE ASSURANCE OFFICE.

CONDUCTED ACCORDING TO THE USAGE AT LLOYD'S, UNDER THE DIRECTION OF A COMMITTEE OF UNDERWRITERS.

POLICIES underwritten at this Office daily, between the hours of ten and five, and completed immediately upon acceptation.

SAMUEL H. SMYTH, Lyon's Buildings, 567, George-street.

2685

BANK OF NEW SOUTH WALES.

NOTICE is hereby given, that in pursuance of a resolution adopted at the Special General Meeting of the Proprietors of Stock in this Bank, held on Wednesday, the 29th of March instant, at the Banking House, George-street, the said meeting stands adjourned to Wednesday, the 12th of April next, at 12 o'clock noon.

J. BLACK, Cashier.

Bank of New South Wales, Sydney, March 30. 5640

TESTIMONIAL TO CHARLES WINDEYER, ESQ.,

SENIOR POLICE MAGISTRATE.

AT the request of several of Mr. Windeyer's friends who have been unavoidably prevented from attending the meeting to-day, it has been decided to adjourn the same until Monday next, the 3rd of April.

The Meeting will be held at Mr. S. Lyons's upper room, in George-street, at three o'clock P.M.

Committee Rooms, Sydney, 29th March. 5566

SIR MAURICE O'CONNELL TESTIMONIAL.

THE eneral Subscription List being about to close, it is requested that gentlemen holding Subscription Lists, or who have not yet paid their subscriptions, will at once forward the amount to the Treasurer, or place it to his credit at any one of the Banks.

W. H. CHRISTIE, Hon. Secretary and Treasurer.

1676

MASONIC!!

THE Windsor Social Lodge of Free and Accepted Masons will be reopened on Monday, the 17th of April, at six p m., at Mr. G. Freeman's, Cricketers Arms' Hotel.

Visiting brethern are respectfully invited to attend. 5701

NOTICE!!!

MADAME TORNING respectfully intimates to her Friends and Pupils, that her Select Afternoon Class will re-open on WEDNESDAY, 5th instant.

An Evening Class, and Assembly, every Wednesday and Friday evening. Terms,—One Guinea per Quarter.

N.B.—Schools and Private Families attended. 5712

FIRE WORKS. FIRE WORKS.

TO STOREKEEPERS, SHOPKEEPERS, AND OTHERS.

THE undersigned has just received a splendid assortment of London-made Fireworks, consisting of rockets, Roman candles, Catherine wheels, squibs, crackers, blue-lights, &c.

JOSEPH SCOTT, 363, George-street.

5774

MISSIONS TO THE HEATHEN.

THE ANNIVERSARY SERMONS will be preached on Sunday, the 9th of April, in the Wesleyan Chapel, Windsor, at half-past ten and half-past six o'clock; and at Richmond at three, by the

REV. B. CHAPMAN.

Also, at Castlereagh, at two o'clock; and at Richmond, at half past six, by the

REV. F. LEWIS.

And at Sackville Reach, at three o'clock, by the

REV. W. SCHOFIELD.

THE ANNUAL PUBLIC MEETING

Will be held at Windsor on Monday evening, the 10th of April, at seven o'clock
At Richmond, Tuesday, the 11th, at seven
At Castlereagh, Wednesday, the 12th, at two o'clock
And at Sackville Reach, Thursday, the 1h, at eleven o'clock

Wm. BOWMAN, Esq., M.L.C., has kindly engaged to take the chair at Windsor and Richmond.

Several ministers and other gentlemen are expected to attend and address the meeting.

A Collection will be made after each service in aid of the general funds. 5738

REPORT OF THE COMMITTEE OF MANAGEMENT OF THE SCOTS CHURCH, MACQUARIE-STREET, SYDNEY,

FOR THE YEAR ENDING MARCH 20, 1848.

THE Committee of Management, in presenting their Report to the Congregation, upon their retirment from office, feel it incumbent on them *to* offer up, *to* the Great Head of the Church, their heartfelt and fervent acknowledgements for His great goodness and mercy, in having provided them with means by which they have been enabled to carry on His worship in those places which He has graciously opened up for them.

The annexed statement of the Treasurer will show, that since your Committee were appointed, the revenue, which has been derived from various sources—such as pew-rents, monthly subscriptions, and church-door collections—has reached the sum of £279 15s. 1d.; whilst, during the same period, the disbursements have amounted to £255 18s. 10d.; thus leaving a balance in hand of £23 16s. 3d.

As an evidence of the continued prosperity of the Congregation, your Committee have merely to observe, that, during the first six months, the amount derived from Pew-rents alone reached the sum of £26 15s.; whilst, during the second half-year, it increased to £33 5s.

The debts that still remain unliquidated amount to £15 6s. 8d.; consisting of two months' rent of Church, and the use of gas for the same period. As the quarterly charge for the former will not become due till the 14th April, and for the latter till the 1st April, the reason for these items remaining as liabilities will be obvious. Your Committee would also beg to inform the Congregation, that four of their number were authorised to hire the present place of worship for one year, from the 14th January last.

Your Committee deem it an act of justice to acknowledge the extremely liberal manner in which many of those who have been associated with them have contributed towards the funds; nothing doubting, however, but that they will receive that reward which has been promised to all "who lend unto the Lord."

Your Committee have used all the economy that was consistent with preserving the utility, and consequent advancement, of those objects for the promotion of which they were appointed. It was by strictly adhering to this principle, that now, on resigning their trust, they are enabled to lay before the Congregation so favourable a statement of its pecuniary affairs. They feel the more gratified at this, as it will enable those who may succeed them to enter upon their important trust with a full and perfect confidence in Him who hitherto "hath helped us," and who has declared that He will always be with those who worship Him in sincerity and truth.

PETER STEEL, Chairman.

Dr.
The Treasurer of the Scots Church, Macquarie-street.

To receipts for the year ending 20th March, 1848, viz.:—

	£	s.	d.	£	s.	d.
Church door collections	109	11	8			
Subscriptions	110	3	5			
Seat Rents	60	0	0			
				279	15	1

Cr.

	£	s.	d.	£	s.	d.
By disbursements for the year ending 20th March, 1848, viz.:—						
Rev. B. Quaife	154	6	0			
Rent, Lighting, and other incidental expenses	101	12	10			
				255	18	10
Balance on hand				£23	16	3

ROBERT ANDREWS, Treasurer.
ADAM ROXBURGH, Hon. Secretary.
JAMES HENDERSON, JAMES M. GRANT, } Auditors. 5761

IRISH AND SCOTCH RELIEF FUND.

LIST OF ADDITIONAL SUBSCRIPTIONS.

	£	s.	d.	£	s.	d.
Amount subscribed to 11th March, 1848				3514	16	4
Manning River,—						
Messrs. Hawthorn and Croker	1	0	0			
Mr. Robert Howie	0	10	0			
Jno. Newby	0	5	0			
Jno. Nicholson	0	10	0			
Alex. Nicholson	0	5	0			
E. Fleming	0	5	0			
E. Jones	0	2	6			
Geo. Scott	0	5	0			
Frans. Smith	0	5	0			
James Foster	0	2	6			
Thos. Boyd	0	5	0			
Phil. Houlet	0	3	0			
Henry Wilson	0	2	6			
Geo. Johnstone	0	2	6			
David Hamilton	0	2	6			
Wm. Jones	0	2	6			
Jas. Yarnold	0	2	6			
Peter Connisby	0	2	6			
Thos. Russell	0	2	6			
John Sterling	0	5	0			
Wm. Amner	0	5	0			
Jno. Martin	0	5	0			
Jno. Foster	0	5	0			
Henry Forbes	0	3	6			
Thos. Snowden	0	5	0			
A Lady	0	10	0			
Mr. Polson	0	5	0			
W.	0	10	6			
				7	8	6
Amount subscribed to 31st March, 1848				£3522	4	10

GEORGE KING, Assistant Secretary.

5771

MR. STEEL'S SYDNEY TRAINING SCHOOL, No. 188, Pitt-street.

THE Second Quarterly Term of this School will commence on Monday, the 3rd of April, when pupils may be entered for the various classes. Terms, &c., may be learned upon application to Mr. STEEL. 5740

TO PARENTS.—Mrs. A. SAUNDERS begs leave to inform the public, that the next quarter at her seminary commences on Monday, the 3rd April. Parents wishing to send their daughters are respectfully requested to call or write previous to that day. Address Thornfield Cottage, Stanley-street, next the Sydney College, Hyde Park.

March 30. 5671

EDUCATION.

THE St. James's Grammar School will re-open on Monday, the 3rd instant. It is under the patronage and direction of the Right Reverend the LORD BISHOP OF THE DIOCESE, and its object is to give such an education to the pupils as shall fit them for commercial pursuits, or prepare them to enter upon the course of study at St. James's College, Lyndhurst. Religious instruction will be sedulously and systematically afforded, according to the principles of the Church of England.

A second Master, of high character and attainments, has been engaged, and arrangements made for the instruction of such of the pupils as may desire it, in any of the Modern Languages,—in Vocal or Instrumental Music, and in Drawing. A junior department will be established, under a kind and well-qualified assistant, in which children who may be too young for the senior one, will be carefully trained up, until prepared for it; and in order that facilities may be afforded to parents to educate their children from their earliest years in the sound and well-tried principles of the National Church. Arrangements will be also made, which will enable the pupils to engage frequently in approved gymnastic exercises.

Applications for admission are requested to be made as early as may be possible, at the School-House, in Phillip-street, near to St. James's Church, to the

REV. T. W. BODENHAM, Master.

TERMS:—Two Guineas a Quarter, payable in advance. 5728

PAINLESS TOOTH DRAWING.

MR. J. EMANUEL, Examined Surgeon Dentist, having the most complete apparatus in the colony for *inhaling* the *Sulphuric Ether*, begs most respectfully to inform the public of New South Wales, that he continues with success to extract teeth and the most difficult stumps without pain to the patient. The *faculty* and others are invited to view the simple but perfect apparatus. Mr. Emanuel continues to preserve teeth from *decay*, also to supply artificial teeth, from one to a complete *set*, having a large collection of *mineral* teeth of all colours. The mineral being composed of indestructible fossils, never change their colour or become *offensive* to the wearer. Mr. E. cautions the public generally to observe that artificial teeth made of any other material, such as bone or natural teeth, break and *decompose*. Charges strictly moderate. Specific for the *tooth ache*—The most valuable remedy ever discovered in this colony for the *tooth ache* is undoubtedly this tincture, prepared solely by Mr. J Emanuel, No. 345, Castlereagh-street North. It is sold in bottles at 2s. 6d. per bottle; large size bottles for families residing in the interior five shillings per bottle. It is only necessary to apply one drop of this tincture on a small piece of prepared wool, into the cavity of the affected tooth, and the pain will be instantly removed. Mr. E.'s cement for stopping decayed teeth, the properties of which are only known to himself: it prevents pain if stopped in time, and answers when any other kind of stopping has failed, such as gold leaf, &c.; children's teeth particularly attended to, and malformation of the mouth prevented. Soothing syrup for infants teething: one or two drops rubbed well on the gums with the finger, will relieve the irritation consequently arising from first dentition: sold in bottles at 2s. 6d. per bottle. Mr. Emanuel's diploma, received from the Medical Board of the Hague, in the year 1836, authorising him to practise as Surgeon Dentist, also his specimens of artificial mineral teeth, mounted in *pure gold*, can be seen daily. All consultations free of charge. *French tooth brushes* of a very superior description.

At home from 9 A.M. till 6 P.M.

☞ Observe the address—No. 345, Castlereagh-street North, eight doors from Hunter-street, Sydney. 9763

NOTICE.—DR. M'CRAE has returned from Port Phillip, and resumed his professional duties.

Lyons-terrace, March 22. 5214

NOTICE.—Mr. HENRY HUDSON begs leave to inform his friends and the public that on Monday morning, the 3rd of April, he intends to start a coach from Penrith to Sydney, to leave Penrith at four o'clock in the morning, and arrive in Sydney at nine; to leave Mr. Molloy's, Bull's Head, George-street, Sydney, at half-past four in the evening, and arrive in Penrith at half-past nine. Fares: from Penrith to Sydney, 3s.; from Penrith to Parramatta, 2s. Booking Offices at Mr. Molloy's, George-street, Sydney, and at Mr. M'KAY's, Parramatta; and by Mr. George C. Bode, at Messrs. Panton's Stores, Penrith: and if sufficiently encouraged, will start a four-horse coach, to carry six inside and twelve outside. Fares: from Sydney to Windsor, 3s. outside, and 5s. inside.

HENRY HUDSON.

Windsor, March 30. 5630

NOTICE

FORDWICH BOILING-DOWN ESTABLISHMENT.

THE Public are informed that the proprietors of the above establishment will be prepared to melt down sheep or cattle on or about the first day of April next, on the following terms:—

	s.	d.
Bullocks, per head	6	0
Sheep "	0	6
Salting and packing hides, each	2	6

Tongues cured and packed at cost price.
Casks provided at market price.

The tallow will be delivered at Morpeth if required, at 1s. 3d. per one hundred and twelve pounds.

For further particulars apply to the Superintendent, at Fordwich.

February 23. 5428

THE Undersigned begs to intimate, that in consequence of his leaving the colony, he has disposed of the whole of his business carried on at the Sydney Foundry, George-street, and also his share and interest in the business carried on at the Wharf next to Keillick's, Sussex-street, under the firm of George Russell and Co., to his brother, P. N. Russell; and begs to return thanks for the very liberal support he has received, and hopes the same may be continued to his successor.

JOHN RUSSELL, Sydney Foundry, George-street.

N.B.—J. R. requests that all accounts may be immediately sent in for adjustment.

March 25th, 1848.

P. N. RUSSELL begs to acquaint his friends, and the public generally, that having entered into arrangements as above specified, he hopes that he may be favoured with that share of patronage it has ever been his study to deserve.

The business at the Sydney Foundry, George-street, will be carried on by the undersigned, entirely on his own account, and the business at the Wharf, Sussex-street, as heretofore, in the name of George Russell and Co.; consisting of P. N. Russell, and George Russell.

P. N. RUSSELL, Sydney Foundry, George-street.

March 25th, 1848. 5446

PORT PHILLIP AGENCY.—The undersigned intending in future to devote their time and energy to Ship and Commission Agency, at the solicitations of many of their friends, would intimate to the Inhabitants of the colony generally, that their services in the above capacity are now available, and that if unremitting attention to their interests, combined with prompt and regular remittances for business effected through them, will secure their esteem and support, they feel fully assured of their continued and extended favours.

H. W. MORTIMER AND SON.

Melbourne, September 1. 4860

NOTICE.

TO MASTERS OF VESSELS, AND SHIPPERS OF GOODS TO MORETON BAY.

THE undersigned are anxious to lose no time in intimating to the above parties and their friends in general, that the whole of the Commercial Wharf is now in their *occupation* (the party who held a portion of it for some time past having left it), and to assure them that it is their determination to prosecute the Moreton Bay trade with vigour, regularity, and integrity, so as to merit the support and encouragement of their friends, both in town and the country.

CROFT AND JONES, Commercial Wharf.

5731

HIGHLY IMPORTANT PUBLIC NOTICE.

GREAT SALE of Shawls, Mantles, Silks, Satins, Velvets, Embroidered and Printed Cashmere Dresses, Tartans, French Merinoes, and a variety of Novel FRENCH GOODS, Silk and Watered Damasks and Moreens, Taberetts and Chintzes, Embroidered Swiss Curtains, White and ILLUMINATED MARSEILLES QUILTS and COUNTERPANES, BRITISH AND FOREIGN DAMASK TABLE CLOTHS and Napkins, and all kinds of Linens, Shirtings, and Sheetings for Family use, Embossed and Illuminated Cloth Table Covers, Carpets and Rugs, Blankets and Flannels for Family Use, &c., &c., ENORMOUSLY REDUCED IN PRICE, at

DAVID JONES AND CO.'S, Opposite the General Post Office,

Their reason for adopting this course, the proprietors respectfully submit, must be obvious to all, viz.:—the frightful calamities of the times which, having paralysed every branch of British industry, and reduced the usual amount of business to a ruinous extreme, spreading alarm, distrust, and disappointment to her remotest colonies—our own with the rest. Messrs. D. Jones and Co. having by them a large and magnificent stock of goods, just enriched by Fifty (50) Cases, ex Chaseley, and being in daily expectation of the receipt of other large importations, find themselves compelled to choose one of two alternatives; either to risk the keeping a large portion of their stock over till next Autumn, or submit at once to a present sacrifice.

They have decided to adopt the latter course while the fabrics are new.—The whole of their magnificent stock will therefore be offered at the *English Prime Cost*.

Those who can appreciate *Bargains* in first-rate manufactures, have now a rare opportunity, particularly in the Silk, Shawl, Cloak, and Family Linen Departments, which are unsurpassed in extent, costliness, and variety, by any establishment out of London.

George-street,
5470 Opposite the Post Office

CHOICE, NEW, FANCY AND GENERAL DRAPERY GOODS.

EX HERALD.

DAVID JONES AND CO. beg to intimate to their friends and the public generally, that their new goods, ex Herald, will be opened on Monday, the third proximo.

This magnificent shipment of British and Foreign manufactures will be found to embrace a profusion of novelties, in every department of dress, and the whole having been bought for cash, in a market depressed beyond all former experience, will, with the ENTIRE OF THEIR FANCY STOCK, be offered to the public at the English prime cost.

George-street, Opposite the Post Office.

1000 Knitted wool handkerchiefs, 10d., worth 18d.
1000 6-4 Maude shawls, 2s. 4½d., worth 4s. 6d.
500 9-4 ditto ditto, 6s., worth 9s.
300 9-4 Australian hand-made ditto, 17s. 6d., worth 27s. 6d.
2500 Cambric morning wrappers, 1s. 9d., worth 3s.
2000 Ditto, fast colours, 2s. 6d., worth 4s.
300 Pairs wool gala plaids, 12½d., worth 18d.
5673

PREMISES TO BE LET.—MRS. PALMER having determined to dispose of her business premises in Pitt-street, will SELL OFF the whole of her Stock of

BABY LINEN, BERLIN, FANCY GOODS, AND GENERAL DRAPERY,

at prices considerably lower than at any house in Sydney.

As a large portion of Mrs. P.'s goods have been imported to her own order from the first houses at home, ladies will find the present a very favourable opportunity for making purchases.

278, Pitt-street. 5357

VENTILATORS! VENTILATORS!

EX CHASELY.

B. MOUNTCASTLE hastens to inform the public that he has received as above a first-rate assortment of velvet-napped Ventilated Hats. Also, a large quantity of material of every description, by which he is enabled to manufacture beaver and French hats, of the finest quality and most fashionable shapes.

B. M. having made arrangements in London for a periodical supply of hats and materials, is now prepared to enter into contracts to supply dealers and the trade at prices which defy competition.

Cap, cockades, livery, and commissariat lace, gold cord, &c.

French Hat Manufactory, 77, Market-street. 5441

JUST ARRIVED, per Reginald Heber—

36 dozen of superfine French Silk Hats.

GEORGE THORNE AND CO., 7, Jamison-street.

April 1. 5720

GRINDERY.

THOMAS PEATE, 469, George-street, has received, ex Juno, and now opened, eighteen casks of grindery, comprising every description required, and solicits an early call from his friends, finding they are going off rather quicker than what he anticipated.

March 22. 5150

ADVANCE AUSTRALIA

ECONOMY AND COMFORT.

IT is now an admitted matter of Fact and not of speculation, that Gravely's Economical Cooking Apparatus exceeds any article for the purpose ever offered to the public in economy of fuel, in convenience for cooking, in cleanliness, in comfort to the cook, in despatch (supposing dinner to be wanted in a hurry), in safety, besides making cooking utensils last much longer than when used over a common fire.

To meet the wishes of all parties A. G. is now manufacturing his apparatus of six different sizes and qualities, suitable for all classes, from the peer to the peasant, suitable alike for the solitary pair, the large hotel or public institution; suitable for the citizen, or the resident in the far off interior.

Being manufactured on the premises, under his immediate superintendence, A. G. warrants the quality and workmanship of his apparatus, and urges the claims of an article purely colonial on those who wish to see the Land of their adoption "Go a-head."

ARTHUR GRAVELY, Ironmonger and Manufacturer, 280, Pitt-street, Sydney.

November 13. 7704

GREATER BARGAINS THAN EVER IN DRAPERY, SLOPS, &c., AT THE BEE HIVE.

IN our advertisement of last week we stated that—

"The commercial crisis of England had "arrived at an extent hitherto unparal- "leled—to that extent when manu- "factured goods of every class possessed "no definite value—the advantages deri- "vable by those in a position and willing "to buy, are unequalled."

Of course it could not be supposed that our remarks upon the state of mercantile affairs in England were meant to apply to this colony in general, or to Sydney in particular, being ourselves perfectly satisfied that the state of the markets at home, more particularly with reference to Drapery Goods, will enable purchasers to buy goods at far lower prices than they have ever been able to previously; and as a proof of this we announce that we now offer every article in Drapery, Slops, Woollens, &c., at prices that will surprise even parties in the habit of purchasing at the well known and celebrated Bee Hive.

The goods sent to us by our European buyer in the Tropic and Jane are certainly uncommonly cheap, and as our plan is always to let our customers have the advantage of all the bargains in our power, we assure them that the stock now on hand will be found to be larger, cheaper, and better assorted, than ever yet has been offered in any of the British colonies.

Amongst the most important items in the fresh arrivals will be found several bales of very superior

Welch Flannels,

at 10½d., 11½d., 1s., 1s. 2d., 1s.¾ 4d., 1s. 6d., 1s 8d., 1s. 10d., 2s., 2s. 3d., 2s. 6d.

Gala Plaids,

really rich and uncommon goods, to be sold at 10½d., 12½d., 14d., 16d., 18d., 21d., 2s., and a few extra rich

6-4 Ditto,

at the amazingly low price of 2s. 6d. per yard

A large lot of

Merinos and Orleans Cloths
Four cases choice Winter Shawls,
in all the choice and new designs

FOUR CASES WHITE AND COLOURED STAYS,

which, notwithstanding the name the Bee Hive has acquired for cheap stays, are certainly the

BEST AND CHEAPEST

ever imported into the colony, the prices will be 4s. 6d., 5s. 6d., 6s. 6d., 7s. 6d., 8s. 6d., 9s. 6d., 10s. 6d., 11s. 6d., 12s. 6d., 13s. 6d. 14s. 6d.

SIX CASES SILVER'S WHITE SHIRTS,

At 1s. 11½d., 2s. 6d., 2s. 9d., 3s., 3s. 6d., 4s., 4s. 6d., 5s., 5s. 6d., 6s., 6s. 6d., 7s.

Respecting these no more than "Silver's Goods" need be said.

A splendid selection of the most choice styles in

GAUZE AND BONNET RIBBON

commencing at 2½d. per yard.

FOUR CASES AND TWO BALES YORKSHIRE AND WEST OF ENGLAND WOOLLENS,

Consisting of—
Broad and narrow cloths
Ditto wool dyed superfines
Kerseymeres drab black and mixed
Ditto fancy
Blue beavers and pilot cloths
Buckskins, doeskins, and worsted cords
Scotch and English tweeds
Moleskins, &c.

Also,

FOUR CASES,

FROM THE BANKRUPT STOCK OF MESSRS. MULLINS.

LACE MANUFACTURERS,

Comprising—
Bobbin nets, plain and fancy
Ditto quillings
Ditto lace
Child's lace
Blond quillings
Whisker blonds
Cotton edgings
Thread lace
Imitation Valenciennes ditto
German and American ditto
Muslin collars and habit shirts
Black and white lace veils
Ditto ditto falls
Black and white lace Berthas and capes
Scotch and French cambric caps
Lace caps

And in fact every article that could be enumerated as belonging to the trade, the whole of which are offered at the most tempting prices.

The proprietors of this establishment cannot close this advertisement without thanking their kind friends for the large amount of patronage showered upon them lately, more especially since their announcement last week of the new goods by late arrivals, and would at the same time remind them that the whole stock must be sold off without delay, in fact there is no alternative, as the

PREMISES MUST COME DOWN.

The old terms are most strictly adhered to viz.:—

CASH AND NO ABATEMENT.

CHRISTOPHER NEWTON AND BROTHER.

5406

MESSRS. BIRNSTINGL AND CO. continue *to sell off* their most elegant and choice stock of English-made silver plate, cutlery, platedware, jewellery, French perfumery, and fancy ware of endless variety, much below the cost price.

A large assortment of Bohemian glass, flower vases, toilet bottles, candlesticks, inkstands, and other ornaments of exquisite workmanship, and last novel shapes, which surpasses anything that has ever before been seen here.

A few cameo brooches, set in fine gold, bracelets and chains, of quite a new design, more massive and handsome would be impossible to manufacture.

Gold and silver watches, London-made patent lever and duplex movements. Also, gold and silver Geneva watches, which are warranted of the finest manufacture possible, and of unequalled elegance.

Fine elastic blue steel spectacles, 4s. 6d. per pair, English made.

All the above goods have only been lately purchased by Mr. L. Birnstingl, now in Europe, regardless of the expense and difficulty of disposing of such expensive goods in this market; and Messrs. Birnstingl and Co. have now determined to sell at a loss rather than incurring further expenses of keeping up an establishment, which will positively be given up in a few months. 5237

GREAT SALE OF GLASS, CHINA, AND EARTHENWARE, AT THE SHOW ROOMS OF R. M. ROBEY, 427, GEORGE-STREET.

HEADS of Families, Hotel Keepers, and others, requiring Glass, China, or Earthenware, would do well to inspect the Show Rooms of Mr. Robey, who is about to retire from the retail portion of this business, and having let all his rooms on the first floor for offices, has determined to sell off the whole of his handsome show room stock of glass, decanters, wines, tumblers, &c., China tea and breakfast sets, earthenware, China and ironstone dinner services, jugs, toilet ware, &c., by auction, on the 13th day of APRIL instant. In the mean time those ladies and gentlemen who favour this establishment with a call, may select such goods as they require, at considerably reduced prices, up to the day previous to the auction sale, when the whole will be cleared off without reserve. 5506

SHIPPING INTELLIGENCE.

ARRIVAL.

March 31.—Phœnix, steamer, 108 tons, Captain Wiseman, from the Clarence River the 29th instant. Passengers—Mr. Ogilby, Mr. Robertson, and seventeen in the steerage.

DEPARTURE.

March 21.—Essington, brig, 123 tons, Captain Mills, for Port Fairy. Passengers—Mrs. Stephens and son, Mr. and Mrs. Mills and child, Mr. Joseph Cohen, Mr. T. Long, Mr. John M'Mahon, Mr. and Mrs. Morris, four sons, and one daughter, Mrs. Lewis and child, Mr. and Mrs. Conn, Mr. M'Mann, Mr. C. Paule, Mr. and Mrs. Prestige, Mr. and Mrs. Bradley and three children.

CLEARANCES.

March 31.—Titania, schooner, 139 tons, Captain Knight, for Adelaide and Swan River. Passengers—Mr. and Mrs. Inglis and Chinese servant.

March 31.—Emma, brig, 139 tons, Captain Pockley, for Hobart Town. Passengers—Mr. and Mrs. A. E. Wilmot, child and servant, two Misses Dunn, Mr. W. H. Hart, Mr. W. Dean, Mrs. Henry Wessluke, Mr. James Carey, Mr. O'Connor.

March 31.—Will Watch, barque, 251 tons, Captain Hambleton, for London. Passengers—Mr. W. Carter, Mr and Mrs. C. Ellis, Mr. W. Cullen, and Mr. J. Beattie.

March 31.—Will Watch, schooner, 63 tons, Captain M'Arthur, for Portland Bay and Port Fairy. Passengers—Mr. T. Hovendon, Mr. and Mrs. Smallwood, son and daughter.

PROJECTED DEPARTURES.

This Day.—Comet, for New Zealand *via* Newcastle; Shamrock, steamer, for Port Philip and Launceston.

To-Morrow.—Hyderabad, for Auckland; Emma, for Hobart Town; Titania, for Adelaide and Swan River; Will Watch, for Portland Bay.

COASTERS INWARDS.

March 31.—William the Fourth, steamer, 54, Sullivan, from Wollongong, with 150 bags wheat, 30 casks ale, 100 kegs butter, 40 trusses hay, 100 sheepskins, 6 casks tallow, 14 pigs, 7 calves; Georgiana, 25, M'Cartney, from the Hunter, with 900 bushels wheat, 300 bushels maize, 30 bushels barley; Rose, steamer, 172, Pattison, from Morpeth, with 99½ bales wool, 165 bags grain, 64 bags bran, 40 trusses hay, 12 hides, 41 pigs.

COASTERS OUTWARDS.

March 31.—Thistle, steamer, 127, Mulhall, for Morpeth, with sundries; William the Fourth, steamer, 54, Sullivan, for Wollongong, with sundries; Mary Jane, 32, Kelly, for Newcastle, in ballast; Heroine, 40, Millie, for the Richmond River, in ballast; Alice, 43, Sholl, for Newcastle, in ballast.

SHIPS' MAILS.

Mails will be closed at the Post Office as follow:—

For Port Phillip and Launceston.—By the steamer Shamrock, this day, at 4 p.m.

For Hobart Town.—By the Emma, this evening, at six.

For Adelaide and Swan River.—By the Titania, this evening, at six.

For Auckland.—By the Hyderabad, this evening, at six.

For Port Phillip, Portland Bay, and Adelaide.—By the steamer Juno, on Monday, at 2 p.m.

For Port Nicholson.—By the Louis and Miriam, on Monday evening, at six.

For London.—By the Will Watch, on Monday evening at six; and by the Alert, (P.O.P.), on Wednesday evening, at six.

VESSELS LAID ON FOR LONDON.

Saturday, April 1.

Midlothian, barque, 414 tons, Fyall; 1600 bales wool, 150 tons copper ore, 173 casks tallow, and 650 spokes, on board.

Emu, barque, 381 tons, Smith; 90 tuns oil, 35 tons tallow, 680 bales wool, 10 tons gum, 1800 spokes, and 15 tons copper ore, on board.

St. Vincent, ship, 629 tons, Young; 100 tons copper ore, 1351 bales wool, 59 tons lead ore, 80 casks tallow, 70 hides, and 6000 spokes, on board.

Alert, barque, 394 tons, Davidson; 30 casks tallow, 43 hides, 17,460 horns, 3906 treenails, and 1515 bales wool, on board.

Pandora, barque, 297 tons, Cobb; 112 tons copper ore, 632 hides, 47 casks tallow, 1240 spokes, 2 tons bones, and 540 bales wool, on board.

China, barque, 650 tons, Livesay; 350 tons copper ore, and 1150 bales wool, on board.

Will Watch, barque, 250 tons, Hambleton; 125 tuns black oil, 95 tierces beef, and 35 tuns cocoanut oil, on board. Full ship.

Marmion, ship, 388 tons, Fletcher; 130 tons copper ore, and 120 bales wool, on board.

Tropic, barque, 382 tons, Robertson; 12 casks tallow, and 63 casks oil, on board.

Blair, barque, 331 tons, Mordy; 100 tons copper ore, on board.

Josephine, barque, 310 tons, Smith; not commenced loading.

Vessels for London.—The whaling barque Will Watch will sail for London on Tuesday morning. The Alert, (P.O.P.,) is detained for some days, in consequence of seven bales of wool forwarded to Bott's Wharf to be repacked, having been shipped in her by mistake, and to get at which it has been necessary to shift upwards of two hundred bales of wool, which have now to be re-stowed. The Emu is expected to sail on the 9th instant, the Midlothian about the 15th, and the Pandora and St. Vincent on the 20th instant.

The brig Christina, hence, arrived at Port Phillip on the 21st, and the schooner Phœbe on the 22nd ultimo; they were to sail again for Sydney on Tuesday last.

The cargo of the Phœnix consists of 60 bales wool, 10 casks tallow, and 14 hides. A new flat-bottomed schooner of about seventy tons burthen, intended for the Lake Macquarie trade, was launched from the building yard of Messrs. Chown, at the Clarence River, on Saturday last. She is built upon the most improved principle, and of the soundest and most durable material, and it is thought will amply justify and extend the name which her builders have already earned by the many vessels which they have recently turned out.

The Emma Eugenia.—Letters received per Herald mention the circumstance of the above vessel having been on shore on her passage home from this port, and in order to get her off again, it was necessary to throw overboard about four hundred bales wool. We shall probably receive particulars by the December packet.

The new brig building at Pyrmont, by Mr. Russell, for Messrs. Thom and Grant, will be launched on Monday next, at nine o'clock.

DIARY.

MEMORANDA TO NEXT PUBLICATION.

April.		Sun rises	Sun sets	High Water morn	High Water even
1	Saturday	6 11	5 49	6 51	7 13
2	Sunday	6 12	5 48	7 33	7 53

New Moon, 9 m. past 5 a.m., April 4.

TO THE PUBLIC.—SUBSCRIBERS to this Journal paying in advance are reminded that they are only entitled to ten per cent. discount on paying punctually in advance at the commencement of the quarter. Persons wishing to decline must pay up all arrears.

THE

Sydney Morning Herald.

SATURDAY, APRIL 1, 1848.

"*Sworn to no Master, of no Sect am I.*"

CROWN LANDS IN THE SETTLED DISTRICTS.

The new regulations just promulgated by the local Government, respecting the occupation of Crown lands within the settled districts, whatever may be the merits of their details, furnish another exemplification of the grievous impolicy of the pound an acre system. For out of that system do all the complicated rules and orders of our territorial code spring forth. It is the fruitful parent of never-ending regulations—of regulations so formidable in number, so minute in their ramifications, so subtle in their distinctions, so fettered with ifs and buts, with provisos and exceptions, with nevertheless and notwithstandings, that to comprehend and remember them all would need a grasp of intellect beyond the ordinary lot of mortals. To uphold that system in its odious integrity, the territory itself must needs be parceled out into districts settled, districts unsettled, and districts neither settled nor unsettled. And for each of these parcels we must needs have a separate code of by-laws; and each of these codes must be divided and subdivided into sections; and each of these sections, or at any rate no small portion of them, must be cut up into yeas and nays, and entangled with the yeas and nays of other sections that go before or that come after. The whole affair is a tissue of complication, and perplexity, and (to use a colloquial phrase) of bounce and botheration, in which the wits of plain men get quite bewildered.

The Regulations before us, though relating to that subdivision of the territory which one would suppose to be the least difficult of management, the 'Settled Districts,' comprise no less than forty-three clauses, together with a decent complement of appended schedules. But while we speak of their multiplicity and involvedness, we attach no blame to their framers. These and all other faults are inherent in the system. They are inseparable from the Order in Council; as the Order is from Lord Grey's Amendment Act; as Lord Grey's Act is from Lord Stanley's; and as Lord Stanley's is from the monstrous doctrine that land worth sixpence ought not to be sold, and shall not be sold, for less than forty times its value.

The present regulations, on that *cutting-up* principle which runs through the whole scheme, divides the community within the settled districts into three classes: the owners of land by purchase, the owners by grant, and the non-owners. To the owners, of either class, are offered certain privileges in which the non-owners have no share; and the privileges conceded to the owners by purchase are to be enjoyed by the owners by grant only on certain stringent conditions. But there are, nevertheless, some tight restrictions as to the uses of land which apply indiscriminately to all three classes.

With regard to the *first* class, the holders of purchased lands, (purchased, that is, from the Government,) they are to have the right of *commonage*, free of charge, on any vacant Crown lands immediately contiguous to their own. But this right is one of pasturage only; the parties being forbidden to put up any buildings on the land, even so much as a bark hut, or to clear, enclose, or cultivate any portion of it. If they wish to secure this right as their own *exclusively*, they may do so by taking out a yearly lease, without competition, at the fixed price of ten shillings per section of 640 acres, or one square mile. But this right of pre-emption will not apply to more than three times the extent of their own freeholds. If they wish for a larger quantity, they must seek it at public auction.

As to the *second* class, the holders of land by grant, they are to be placed on the same footing in all respects as the holders by purchase, *provided their quit-rents have been redeemed.* The only right, however, so far as we can make out, from which the non-redemption of quit-rents will debar them, is that of commonage; for whether their quit-rents be redeemed or not, they are to have the right of pre-emption in the matter of leases.

As to the *third* class, the people of the lack-land tribes, who rejoice not either in fee-simples purchased or fee-simples granted, they are free to purchase at auction, if they wish and if they can, such sections of vacant Crown lands as shall not have been claimed by the other classes, within specified periods, on the score of pre-emption.

All these lands, however, whether occupied as commonage or held under yearly lease, may at any time be resumed by the Crown, on one month's notice, when required for sale or for any public purpose. They are all, moreover, to be used for *grazing* only. On no account are they to be furrowed by the plough, or cut by the spade, or pierced by the dibble. Not so much as a potato or a cabbage is to be grown upon the tabooed soil. No food for man must spring up there, unless, like Nebuchadnezzar, he can eat grass as oxen; nor even for the ox, unless kind Nature shall cherish him with spontaneous herbage. No axe is to wound the goodly cedars there, nor even to mutilate blue gum or iron bark, save for "firebote," and such like transient uses.

Thus are all the Crown lands within the Settled Districts, where population is thickest and most rapidly increasing, as well as the lands in the far interior, to be locked up in total and perpetual sterility! There is but one key that can ever unlock them, so long as the present law remains; but of that key not even the Three Estates of the realm are masters; for the Imperial Parliament itself, with all its boasted omnipotence, is unable to force the sale of these lands at the upset price of twenty shillings per acre.

LAW INTELLIGENCE.

SUPREME COURT.—Friday.

(Continued from this day's *Supplement.*)

fullest and most ample disclosure. From the professions of the learned counsel, it would be implied that the money in question was of no consequence, and that all that was wanted was mere justice. He thought he should be able to show them what all this pomposity amounted to. He should show them how the acts of the defendants; how the course they had adopted on that trial, accorded with their professions. In the first place, the offer made at one time to produce the power of attorney was recalled almost as soon as it was made, and was not now produced. Why was it kept back if it was wished to bring forward every circumstance? Why were Spark's cheques kept back? What were these but mere equivocations of the promises that had been made at the outset? True it was told them that they might have the books, but who could imagine there could be anything like seriousness in the expression of willingness to afford information in the offer to allow Robert Graham, almost a boy, inexperienced in such matters, to go through all the immense mass of ledgers they had seen, with Mr. Larnach perhaps, one of the most experienced accountants of the colony. But even this offer to produce the books in reality was an equivocation, for they refused to allow them to be sent home for the night by him (the Solicitor-General) in order that he might examine them and comprehend the mass of confused and unintelligible evidence that had been given in relation to them, but proposed that he might look at them in the Court for an hour, in the morning, before the Court commenced. Then, as a further instance of this vaunted candour, the document under which the cheques were got out of the bank, was signed by one only of the defendants, by Mr. Barker, the Chairman of the bank, in order that it might not implicate the other; the manager of the bank did remonstrate against this, and say the authority to obtain the cheques ought to be signed by both defendants, and it was taken back to Mr. Norton, who he believed did sign such a document, but it was not presented at the bank. This was the candour in which this case had been got up; then again, Mr. James Barker was asked had he written any letters to his brother, stating that he was in bad credit or in difficulties—of course Mr. James Barker was not such a fool as to do so; but whether Mr. Thomas Barker, the defendant, thought his affairs were all right or not, it was not so easy to say; but when Mr. Larnach was asked a question on the same subject, whether he had ever told the defendant Barker that his brother was in bad credit? that gentleman in his answer bespoke all the wariness of a lawyer. His answer was, that he never spoke to him about it, and, therefore, as, if he had imparted any information to the defendant on the subject, it must have been in writing, the defendant's counsel objected to his being asked. He now came to the two main questions of the case; and after they had well considered the whole of the case, he felt assured the Jury would be agreed upon them. The first of these questions was—Was the land, on which the mortgage was taken, a good and sufficient security for Dr. Graham's money? After the mass of evidence that had been taken on the subject, he could hardly imagine there could be a question but that it was not. They had examined people who had gone over every part of it, and they all agreed that, in every point of view, in which land could be made available for the purposes of profit, that it was not a good security, that it was wholly inadequate as a security for the money which had been lent upon it; that it was absurd to look upon it in the light of a security for such an amount; they would look to the evidence on this point, as to the value of the land, as they would probably in their verdict have to decide what the value of the land really was, in 1840; because, as there was no doubt that they had the land, its value would have to be deducted from the amount claimed by the plaintiff; in arriving at this conclusion, it had, he was happy to state, been ruled, he thought, most wisely and justly by his Honor, that the speculative value of land did not form any ground for security; his Honor had therefore excluded any evidence in relation to such speculative price; no one who had any experience in the colony, would ever have dreamt of lending money on the speculative value of any property, a value which was liable to fluctuate with every passing event; but the defendants were both men of great experience in colonial affairs, of twenty or thirty years; and Mr. Barker, in a letter to Dr. Graham, admits that he was skilled in the value of land, for he informs him that he had ridden over every part of the estate, and had found it much more valuable than he had expected. It was urged indeed by the learned counsel on the opposite side, that a man of great experience and knowledge in these matters, and whose standing was well known, Mr. Henry Dangar, had purchased some of this land at a high price; and that that would be an inducement to others to affix a high value to it. He could only say, it might have such an effect on some very inexperienced new arrival; but while he admitted his learned friend to be a most able lawyer, a most elegant and accomplished advocate, he could only say, if he were guided in his purchases by the purchases of Mr. Dangar, or any body else, that in matters of land in this colony he was a mere Johnny Newcome. His learned friend had argued ingeniously that small bodies were more easily acted upon than large; and that comparatively slight circumstances might induce a rise in the price of land here, by which people might be deceived. He admitted this to be true; but was it possible that such old hands in the colony as the defendants did not know it too? Did they not know very well, that it was easy, by a system of puffing, to get a lot of Newcomes to run up the price? Had they not all heard of such things being got up? Of a Berkley estate being sold, advertised as accessible to large steamers, under full sail, over a space which could be walked over dry foot. Had they not all seen plans of townships looking splendidly on paper, but which were in reality mere uninhabited solitudes. And so in this estate. The witnesses for the defence assessed its value from no intrinsic value it possessed, but by what speculative business might confer upon it, the very thing which Mr. Barker objected to in the first instance as an investment for the money, and on which principle he objected to Edwards and Hunter as agents for Dr. Graham, because they were business men. He should not go further into this point, because, with the exception of the wheat, there was not the shadow of proof that there was any possibility of raising the principle and interest of the money invested from the land. In fact, Barker in his letter stated that the land had been put up for sale, and that there had been no bidder, and that he had bid 3000*l.* to save appearances, and that it yielded no rent. With regard to the wheat alleged to be on the land, there was no proof whether it was the growth of one, two, or three years. There was a considerable portion of the land in wheat in the year of the sale, but it was easy to have put it in wheat, to make a show in a puffing advertisement, and to say a large quantity of the produce of the estate, in former years, was on the farm. He now came to the other branch of the case, which was that the defendants were guilty of gross negligence in thus investing the plaintiff's money, and that they were thus grossly negligent he should show now that they had ample proof. He had already shown clearly that both defendants were men of great skill and experience—Barker, by his own account, had shown himself skilled in land, and had, himself, bought much of it, and he was also experienced in the details of business and colonial affairs—Norton was a solicitor of the largest practice in the colony, more largely engaged in conveyancing and the business of lending money than any one else. They were therefore men of great skill and experience. With regard to the case quoted by his learned friend Mr. Michie, Dartnell *v.* Howard, the circumstances were very different to those of the present case. In this case, all that he had said was, that the defendants had acted with gross negligence, and in that had been actuated by some sinister motive—he cared not what the quality of the motive was—whether it was a humane, a benevolent motive or not, or whether that motive involved no dishonesty—whether the motive was good or bad was not the case — all they had to do was to look straightforward to Dr. Graham's interests and nothing else. They had no right to be influenced by a benevolent feeling. If they had had money of their own to lend and a necessitous friend came to them and asked a loan, they might on account of the friendship between them lend him money on a doubtful or insufficient security; but they had no right to do so with money which they held in trust for another to invest only in securities which were unquestionable. It was not the difficulties of relations, it was not feelings of good nature that could excuse any departure from express duty; they had only to look for the best security on which to invest this money, and if they were actuated by any other feeling whatever, they were guilty of great negligence. Now what appeared in evidence here? Why, that Barker arrived here on the 18th September, and immediately his brother applies to him for a loan of £10,000, and tells him he is pressed for the money. Now if the applicant had not been his own brother, he would of course make some enquiry why at this particular moment, immediately on the arrival of the defendant, it was that James Barker was so particularly pressed for the money, and would, at all events, have looked closely to see what security was offered for the loan. But there was not a word of evidence to show that either Norton or Barker asked a question as to the value of the land. Mr. Knapp, the surveyor, was not asked a word respecting it, nor Mr. Lamb, nor any one else, although it would have been easy for either Norton or Barker to have taken their opinion as to its value, as a security. James Barker, indeed, did say in the witness box, that Larnach asked him if he would take £16,000 for the estate, but there was not the slightest evidence this was communicated to the defendant, which could alone make it material. He was the only witness whose evidence could by any possible construction, show that diligence and care had been used by the defendants in this transaction. He must say, looking at all matters, it seemed marvellously in good taste in Mr. Barker, to put his brother into the witness box, after the letters which he had written to Mr. Graham, in which he stated that his brother had cheated him—and then to put him into the witness box. (The learned counsel here read extracts from two letters of Barker to Mr. Graham, saying that his brother had kept him in ignorance of the true state of his affairs, and that if he had been put in possession of the real facts, he would not have lent him either Graham's money or his own.) This was the only man who was put into the witness-box to guide you, and he must say it was hardly in good taste to put such a man's evidence forward. They had heard of some men who would cheat their own fathers, but it was hardly fair to call a witness who would cheat his own brother. James Barker then was the only witness called to show what passed between him and his brother as to the value of this property, but he also proved that the defendant had access to the books, so that he might have seen all his bills. Even cursorily as it had been in his power to examine the books in Court, when the bill-book was produced, it was easy to detect at once a great exchange of paper, he would not call it accommodation paper, though it appeared to be little else. Barker and Hallen had, it appeared, accounts with all the Banks, so that it was not wonderful their paper was discounted. They had bill transactions with the Chairman of one Bank and the Vice-President of another. One piece of paper was as good as another in these days, and thus the machine of the business was kept rolling on, so that it happened that Mr. Macpherson, the Chairman of the Commercial Bank, really did not know when the house stopped payment in October that its bills had been dishonoured in September. On this ground alone there was evidence sufficient to show that this money had been invested in the most rash and inconsiderate way; and as Barker indeed said, that his brother advised him to buy the land; but even if he did so there was no proof that he had ever seen it. There was not, he again contended, the shadow of evidence to prove that any pains had been employed to ascertain the value of the land. They had employed no surveyor, they had asked the advice and opinion of no one. This was the way in which the hard earnings of a man's life were to be invested—this was the way in which the sons of the deluded victim were to be deprived of their inheritance, to bolster up the falling credit of a relative, of the man to whose trust this money had been confided. There was another proof of the reckless and scandalous manner in which this transaction had been conducted, although no loss had arisen out of it. In his opening speech he had said nothing about the defendant being indebted to Barker and Hallen, and the learned counsel for the defendant Barker, had reproached him with too much mildness on this account. Because there had been rumours out of doors on this subject, the learned gentleman wished to compel him (the Solicitor-General) to adopt them there. He knew not of what that learned gentleman thought the duties of an orator to consist; but certainly if they involved the want of every professional and social courtesy, he must rejoice that he was no orator as Brutus was. It might have been complained that he had been too mild towards Mr. Barker in his opening speech; but he would before he sat down leave him no reason to complain on that ground, and would show that not even the recollections of the princely hospitality of Rosslyn Hall could induce him to swerve from giving his conduct in this matter the character it deserved. It appeared then immediately on Barker's arrival here the loan was applied for, and no investigation appeared to have been made. It did appear that the mortgage deed was executed on 5th and 6th Oct., whilst the cheque produced, signed by both defendants, on the Commercial Bank, for £3000, in favour of James Barker, was dated the 3rd October—so that the money was actually given without any security at all. The evidence of their own witness, Mr. Young, proved that, to give the money away before the deed was executed, was dangerous and imprudent—and in this part of the transaction at least, both Norton and Barker were irrevocably fixed. The cheque for the £3000 went to the credit of James Barker, on the 3rd October; at that time the mortgage was not in existence; there had not been a word about Graham except a loose recollection of James Barker that the defendant Barker said he must consult his co-trustee. Was not this gross negligence?—suppose Mr. James Barker, as soon as he had got the money for his cheque had dropped down dead, Graham could never have recovered. This was ample proof of gross negligence, and it was also proof that in the first instance the loan was never contemplated on the security of the Castle Forbes estate; there was no deed until the 5th or 6th October; the money was actually lent without the shadow of security, and this money the hard earnings of a man who had nothing beyond it for the support of his wife and family; whether there was any investment at all, was perhaps a question; he thought there was so, and should argue the case as though there had been, but it was a grossly negligent one, made with a sinister purpose, however benevolent that purpose; benevolence on such an occasion would be apt to lead a man into negligence, as it would make him less careful of the value of the security; this was the case here; the leading object was not the safe investment of Dr. Graham's money, but the relief of the urgent necessities of Barker and Hallen, though both defendants might at that time think that those necessities were only temporary, and that the loan would certainly be safe; there could indeed have been no turpitude at all in the transaction had one of these defendants fulfilled his promises afterwards; but he had not done so. They would now look a little further into the case. It would be recollected, that in one of the letters of Barker to Dr. Graham he stated, that in addition to the mortgage, he had himself advanced £5000 on the estate. Now, it appeared this money was advanced not in addition to, but before the mortgage on the estate was made at all. In September Mr. Barker gave three bills at six months each, for £546, to his brother; these were exchanged for three bills of similar amount, to Mr. Spark, at three months, for the purposes of discount. On the 1st October he gave three more bills, in the same way, and £1000, making in all £4276 lent to Barker and Hallen. All this was lent before any security was taken. But they had no proof that this was an investment: on the contrary, with the exception of the 1000*l.*, it would appear Mr. Barker had no money to invest, for it was not convenient to him to give three months bills, which would have been discounted, but gave six months bills which were exchanged for Mr. Spark's three months bills. All this plainly showed that the object to be attained was not the investment of 10,000*l.* but merely to lend that sum to meet the necessities of Barker and Hallen—money or bills to that amount must be had, and the 6000*l.* of Dr. Graham came in conveniently, and the rest was made up by discounting at one bank and another. To have invested the whole of Dr. Graham's 10,000*l.* would have been too glaring altogether. If this were not the object was it probable they would have lent the money in this hurried way before the deeds were prepared, and without any investigation into the character of the security? The expense was talked of, but an arrangement might easily have been made by which the expense could have devolved upon the borrower, or had they charged it to Dr. Graham, they could have recovered it. Would they have lent money, on which interest amounting to £660 was payable annually, on a security like this, which produced nothing? The thing was impossible, and it was from the first intended that the interest should be paid not out of the security, but out of the affairs of Barker and Hallen. He would do Barker the justice to say that while his object was plainly to support Barker and Hallen, he at the same time intended to be amenable to Dr. Graham for the money, and believed there would be no loss, but that did not lessen his culpability as far as his negligence was concerned. A man might use another man's name to a bill intending to take it up, but it would be forgery. There might be no great moral turpitude in either case as far as intention went, but when Mr. Barker broke the promises he had made, he became very culpable. It was said that Barker was not interested in supporting Barker and Hallen, and witnesses were called to prove that, on his arrival, he was not a creditor of theirs. But this was not the question, and it was proved by Barker himself, that before the investment was made, he had lent the firm £4250. Therefore, at that time, he had a direct interest to that amount. It had been urged that the trustees of Barker and Hallen considered the property so valuable, that they agreed to pay the interest on the mortgage for the first half year. But they did this, because they knew that it was necessary for their own purposes to get the wheat that was on the estate, the value of which the defendants were not likely to see. With the exception of this £330 for the wheat, not one penny of interest had been paid out of the Castle Forbes estate; and even this was taken back by Mr. Barker, as trustee in the estate of Barker and Hallen, and placed in the dividend paid by the estate, on the advice of Mr. Norton, solicitor to the estate, both being at the same time trustees of Dr. Graham. But if the object had really been the safe and profitable investment of the money, were there not plenty of ways of investing it on property producing a rental? Could it not easily have been invested in town property leased for a number of years, where, if there was a failure in the contract, there would have been something to distrain upon? No reasonable man could doubt that had the defendants been influenced by no other motives, they could easily have done this. They would see there were two counts in the declaration. He would admit that it had not been proved clearly whether the defendants were to have any commission on the money invested or not. But there was also no evidence of any undertaking that they were not to have *any* such commission, although their sending in an account for such commission might be something like evidence by implication. But it might also be, that they were to be paid for investing the money, by a commission on the rental; and with regard to this property, it was proved that the defendants had charged £33 commission on the interest paid, which he thought was an ample commission for lending out the money, even if they had performed the duty diligently. There was one other point, to which he would allude, to show how Norton was fixed in this transaction. The cheques given in evidence were drawn by Barker and Norton. It was also proved that these cheques were drawn on Graham's money—also an account in which the sums received as interest on the mortgage were placed to the credit of Mr. Graham—also the mortgage deed made by Norton and Barker as trustees for Mr. Graham. With respect to damages, if there was no investment of course they were entitled to their capital (£6000) back—but he contended there had been an investment, and that they were entitled to principal and interest, which would amount to £9062 18s. 8d. It would be their duty to say what the land was worth; he would not pass any judgment upon that, as they had heard what was said by the witnesses; he would say no more. They could not expect damages, that Jury could not give damages; no human power could interfere to give compensation for all the suffering and misery that have been caused by the transaction. Their verdict, be it what it might, could not heal the broken heart, could not call back the dead to life; for these things then they could not give compensation, but their verdict might give justice—slow and tardy justice to the sons of the deluded victim of the defendants. At least their verdict would vindicate justice, and show, that even in Botany Bay men could not violate the most sacred trusts, could not break the most solemn and repeated promises and engagements with impunity.

After the Solicitor-General had concluded his reply, it was agreed, upon the suggestion of His Honor, that a verdict should be entered for the defendants on the general issue, on all the counts except the two special counts, and the common count for money had and received.

His Honor, in leaving the case with the Jury, said, that although much time had been occupied in trying this case, so important to all the parties concerned, and although they, the Jury, were naturally and physically exhausted, yet he was sure that they would not, upon consideration, regret that time had been so occupied, when they remembered that another Jury might be similarly occupied in a case of their own, on a future occasion. Much time had been devoted to this case, much care, much attention, much ability, and great zeal had been brought to play on the case. And in no tribunal in the British dominions, he was sure could more be exhibited than in the Supreme Court of New South Wales. In the course of the trial much time had been consumed in discussing what was evidence, or what was not; and because time was so occupied, it was often remarked upon out of doors, yet he was of opinion that the great end of a trial was principally attained by a faithful and strict adherence to the rules of evidence. A jury were sworn to give their verdict only upon the evidence adduced at the trial; and this allusion to what was the duty of the Jury, brought him, said his Honor, to notice an observation that had been made by the learned counsel for the defendant Barker; by him it was said, that numerous rumours had been wafted about out of the Court, respecting the merits of this case; and he (the learned counsel) could scarcely imagine, that they, the Jury, could disabuse their minds of the effect of those rumours. His Honor said, he would tell them, that if they were disturbed in their minds as to any of these rumours they may have heard as to the case, they must dismiss them from their minds, and take not the slightest heed of them. It was their duty to take into consideration the arguments and remarks made by the counsel on each side of the case, for every fact was capable of being exhibited in different lights; but if those arguments or remarks had not been made out in evidence, then they, the Jury, were to discard them entirely from their minds. His Honor then called upon the Jury not to view the case in a state of excitement; in arriving at their verdict, it was immaterial to the issue they had to try, whether Dr. Graham were dead, whether the money had been hardly earned or not; or other such remarks that had been made by the learned counsel. If, however, in regarding some of the circumstances of the case they should suggest suspicion in their (the Jury's) minds, then they were not to conclude hastily, but determine the suspicions, and seeing whether they were made out by evidence. Having made these remarks, his Honor then stated the parties to the action, which being done, he said there had been many counts originally in the declaration, but through the medium of counsel most had been now abandoned and three only would now be presented to them. Between the first two counts it would be necessary for them (the Jury) to discriminate warily which had been borne out in evidence, for the true state of facts by which they could be both substantiated could not exist at the same time; and it was necessary for the Jury to find upon a precise issue, and not as has been sometimes the case, upon a some-how-or-other principle. The first count, said his Honor, states the employment of the defendants without hire and reward; and the second states the employment for hire and reward. Therefore, upon these two counts it was of the utmost importance that they should discriminate what was the nature of the employment, whether for reward or not; because, as to the two kinds of employment, the law cast upon the employed a distinct liability. The law recognises three kinds of employment:—The first, where the benefit is to be derived is for the employer alone, as is stated in the first count of the declaration—there the employed will only be liable for gross negligence; the second is, where the benefit is for both the employer and the employed, as stated in the second count—then the employed is liable for want of due and ordinary negligence; the third kind is, where the benefit is solely for the employed—then the latter is liable for slight negligence only. The third count, his Honor said, was the common count for money had and received; and to all these counts the defendants, having severed in their pleas, had pleaded several pleas, by which no less than seven issues had been raised, which were now stated by his Honor. It had been stated, said his Honor, by the learned counsel for the defendant Norton, that there had been no evidence to connect him with the other defendant; the plaintiff, however, had put into evidence a letter dated the 4th day of May, 1842, signed by both defendants; then a deed of 4th July, 1840, wherein both defendants signed as attorneys for Dr. Graham; and lastly, two cheques for £3000 each, signed by both defendants; these were relied upon by the plaintiff to connect both the defendants together; and His Honor intimated that he was of opinion that they did so connect them in the investment of the money; and if the Jury were of this opinion, that they were connected, then the sayings of the one would be evidence against the other; but if, on the other hand, the Jury should be of opinion, that they had not been connected by the evidence, then said his Honor, under the colonial Act, it was competent for the Jury to find a verdict in favour of one of the defendants, and against the other; the colonial Act rendering the law in the colony, different to the law of the mother country as applicable to this form of action, as against joint contractors. It had been observed by the counsel for the defendants, that it was necessary to show that both defendants had been jointly requested by Dr. Graham to take upon themselves the trusts of the investment, and so his Honor thought; but here, he said, if the Jury should be satisfied that the £10,000 came to the hands of both defendants, clothed with certain trusts, and they did not repudiate the trusts, but exercised the power of adoption, it was immaterial whether there were a joint request or not; if their conduct raised in law the construction of a something equivalent to a prior request having taken place; and then being joint agents each is liable and answerable for the acts, omissions, and representations of the other. As to the count for money had and received, His Honor said, that if a person entrusts money into the hands of another, for a specific purpose, and that other undertakes to perform that trust, and in carrying out the trust do something in contravention of the trust, and in fraud of his client; if he knowingly abandoning the interest of his client, advance the money entrusted to him to aid or assist a friend, then the whole sum might be recovered back from the party so entrusted under this count. His Honor having read from some work, the title of which did not transpire, what the law considered by negligence, &c., he said the following questions would occur in the case:—Did the defendants receive the money to invest? Did they invest it or cause it to be invested? Was the Castle Forbes estate a proper security for the money, according to the contract under which they were empowered to invest? Did the defendants, or either of them, know, or had they or either of them the means of knowing, or reason to suspect, the adequacy or inadequacy of the security? As to the contract under which the defendants were employed, his Honor said no direct evidence had been adduced that they were to be employed for hire or reward; and the question now was not to ascertain whether the contract was, whether Dr. Graham would have paid had he been asked to pay commission, &c.—but rather whether he should have paid, according to the original agreement. The charge that the defendants had made, however, of their own account for commission, was some evidence against them that they were entitled to make such a charge; and it may be the defendants may have sent this account containing this charge, in the expectation merely that Dr. Graham might have paid it if demanded. These last observations, said His Honor, would go far to lead the minds of the Jury to ascertain what was the nature of the employment; and this being ascertained, then came the question, had there been gross negligence? or mere ordinary negligence? which would, or would not, make the defendants or one of them liable according to the nature of the employment. His Honor referred to the classes of evidence that had been adduced to show the value of the security, viz., persons who knew the estate, whether it was fit for agricultural or pastoral purposes, whether it was near a road, a river, or town, &c.; and this was the proper way to ascertain the value of the land, and not by what other persons might have given for it. Secondly, the evidence of persons who had formed a value of the land in question in the year 1840; and, thirdly, the evidence of persons who were skilled in agricultural and pastoral pursuits. His Honor then proceeded to read the letters and evidence adduced in the case, and having done this he said, if they (the Jury) found upon the common count for the plaintiff, then they would give him 6000*l.* and interest; and if they found for the plaintiff on either of the other counts, then the plaintiff would be entitled to the difference between the value of the property at the date of the mortgage, and the sum of 6000*l.*, together with interest. His Honor, in conclusion, said he wished the Jury to state, if it became necessary for them, what sum they found as interest, separately, as he was not clearly of opinion that it could be recovered in this action. If hereafter it should be the opinion of the full Court that it could not be recovered, then the damages could be reduced by so much, without submitting the case to another trial.

The Jury retired for one hour and a half, and found a substantial verdict for the plaintiff against both defendants—damages, £6160; £2160 of that sum being for interest.

Attorney for the plaintiff, Mr. Want; for defendant Barker, Messrs. Carr and Owen; and for defendant Norton, himself.

There is one case, Windeyer *v.* Ogilvie, on the list for trial before a common Jury of twelve, for to-day.

DOMESTIC INTELLIGENCE.

INSOLVENT COURT.

Friday.

Before W. A. Purefoy, Esq., Chief Commissioner of Insolvent Estates.

In the estate of John Tooth, an adjourned second meeting was held. The following claims were proved:—W. J. H Thorne, £7 12s.; H. G. Smith, £140 18s. 7d.; E. Salamon, £190 19s. 6d.; W. Beaumont, £14 13s. 7½d.; B. C. Rodd, (subject to a set off), £357 9s. 8d. The meeting was further adjourned until the 8th instant.

In the estate of Charles Shaw, an adjourned special meeting was held, but no business was transacted.

In the estate of Sizar Elliott, a single meeting. The following claims were proved:—R. Peek, £23 17s. 10d.; T. W. Bowden, £39 14s. 5d.; H. Cohen, £10; P. Foote, £23 18s. 2d.; T. R. Coates, £3 19s. 3d.; F. O'Brien, £10 2s.; Lyall, Scott, and Co., £12 15s.; Minithorpe, Gurner, and Tomson, £20 1s. 5d. The meeting allowed the insolvent to retain the wearing apparel of himself and family, and instructed the assignee to sell the stock-in-trade forthwith. The meeting was then adjourned until the 15th instant.

MEETINGS FOR TO-DAY.

In the estate of William Pawley, an adjourned meeting for examination, at 10 o'clock.

In the intestate estate of John Sells, a first meeting, at half-past 10.

In the estate of Charles Henry Hill, an adjourned second meeting, at noon.

MEETINGS FOR MONDAY.

In the estate of David Bow, a third meeting, at 11 o'clock.

In the estate of Cornelius O'Brien, a first meeting, at noon.

In the estate of Robert Cooper, the younger, a second meeting, at half past 1 p.m.

ABSTRACT OF SALES BY AUCTION.

This Day.

Mr. Armstrong.—At his Repository, at 2 o'clock, Horses.

Mr. S. Lyons.—At his Mart, at 11 o'clock, Chronometers, &c., Billiard Table, and Cloths.

Mr. Mort.—At the Cattle Market, at 10 o'clock, Milch Cows; at his Rooms, at 11 o'clock, Mangle, Forge, Iron, Shower Bath, Iron Bedstead; at half-past 11 o'clock, Beef Hams, Cheese, Butter, Herrings, Kangaroo Skins; at 12 o'clock, Wool, Tallow, Hides, Sheepskins; at the Cattle Market, at half-past 2 o'clock, Colts, and Fillies.

Mr. Stubbs.—At his Mart, at 11 o'clock, Household Furniture, Gig, Horses, &c.

Mr. C. Newton.—At his Rooms, at 11 o'clock, Drapery Goods.

Mr. W. G. Moore.—On the premises of Mr. Hill, 210, George-street, Brickfield-hill, This Morning, Household Furniture, Wearing Apparel, Watches, &c.

Mr. Stewart.—At his Stables, York-street, at 11 o'clock, Horses, Mares, &c.

Police Office.—The Mayor and Captain Innes were as usual punctual in their attendance on the Bench yesterday. Messrs. Henderson and Holden were the magistrates on the roster for the day, but only the latter attended. The magistrates for Bench duty for to-day are Alderman Allen and Mr. Botts.

Robbery from the Person.—William Deacon and Jane Smith were yesterday committed by the Police Court for trial, under the following circumstances. It appeared from the evidence of a man named Bartlett, a cook on board of the Louisa, schooner, that on the 23rd of last December he met the prisoner Deacon, of whom he had some slight knowledge, and as a man was wanted for a day's work on board the vessel, he offered him employment, which Deacon readily accepted, but asked Bartlett to accompany him home to his house, in order that his (Deacon's) wife might be told of it, and afterwards some ale was procured, but of which the prosecutor only slightly partook. Bartlett feeling a return of an old complaint of pains in the head, asked if he could lie down a few minutes, when Deacon took him into a house next door to the one he had been in, where Bartlett threw himself on a bed, but he had not been a quarter of an hour on it when he was aroused by finding Deacon's hands in his trousers pocket, and 7s. 9d., its contents, gone, and the female prisoner standing by, and who then averred that Deacon had never touched it. Both prisoners then made their escape, and as Bartlett sailed the day after the robbery, and the Louisa did not return to port until Thursday morning, he thus accounted for the delay that had occurred between the commission of the offence and the apprehension of the prisoners.

Stabbing.—Andrew Bell, who was before the Court on Thursday, for inflicting several wounds, (one a very serious one,) on a woman named Flatworthy, was yesterday committed for trial. The case had been remanded from the previous day for the purpose of bringing forward witnesses present, as Flatworthy had stated, when the attack was made—but as the only one yesterday before the Court deposed to knowing only what she had been told, and a second referred to on the previous day was absent, the Mayor considered the wounds that Flatworthy bore the marks of warranted a committal, although she earnestly besought the Court "to have no more about it."

Receiving Stolen Property.—A person named James Ryan, residing on the Brickfield-hill, was brought before the Police Court yesterday, charged with having certain stolen quarry tools, a crow-bar, four wedges, and a maul, the property of Levi Hurst, in his possession, and which that person identified. The constable sent to execute the search warrant deposed to finding them; and in answer to a question from the prisoner, deposed they were exposed before his shop door, on which the prisoner stated from whom he had bought them, and sought bail, which the Court allowed him on remand until to-day, in £80 and two sureties in £40. The Acting Chief Constable stated to the Court that he felt it to be his duty to state that the articles, which were worth 14s., had been purchased by the prisoner for 2s. 6d.; and although he had given him a constable on the previous day to go and look after the person he said had sold the tools to him, it had been fruitless; but that another policeman would be afforded him to pursue his enquiries during his remand. Ryan, with great *sang froid*, admitted the tools might be worth what had been stated, but as he was only asked half-a-crown for them, he gave no more.

Alleged Forgery.—A case of alleged forgery was preferred by a person named Farrel against two men named Porter and Bolster. The investigation of the case occupied the Police Court some hours on several days. The history of it appeared to be that Farrel went with some seamen to Porter's house to get cash for some advance notes, which was given, on his stating them to be good, and his being ready to put his name to them, but which he did not then do, as there was not at the time either pen or ink at Porter's. Subsequently, the seamen having never gone on board the vessels for which they were engaged, and the ship's agents refusing to pay the notes, he declined liquidating them to Porter; and on being summoned to the Court of Requests, deposed that he had never authorised his mark, as he was unable to write, being put to them, and he then brought the charge of forgery against Porter for making his mark, and against Bolster, whose name was on the note as a witness, as accessary. Bolster was on Wednesday discharged, as there was no evidence against him, and yesterday Captain Innes gave his decision, that as Farrel's evidence was not only very prevaricating, but the admissions he had made on his various examinations, first as to authorising, and then disallowing his name being put to the notes, showed there was an absence of the very essence of forgery, the case against Porter must also be dismissed.

Stealing.—A prisoner of the Crown named Abraham Oxley was yesterday sentenced twelve months to an ironed-gang, for stealing a roll of calico from Mr. Hordern, of the Brickfield-hill. The evidence brought forward showed the prisoner to be attached to the boat's crew, and that on Thursday morning he brought down to the boat the roll of calico, and his overseer being suspicious that it had not been honestly come by, instituted enquiries, and discovered that it had been stolen from Mr. Hordern.

Breach of the Distillation Act.—Messrs. Porter and Peek were yesterday summoned before the Police Court, by the Chief Inspector of Distilleries, for an infraction of the Distillation Act, in selling more than two gallons of spirits, their names not being at the time of such sale registered in the office of the Clerk of the Peace. Messrs. P. and P. were before the Court a few days since for this offence, when only one copy of a summons having been served on two defendants the case was dismissed. Yesterday, on the case being called on, and neither Mr. Stirling nor any person for the Crown being present, Mr. Shuttleworth, for the defendants stated that as there was no complainant present, the case ought to be dismissed. Captain Innes remarked it was then one hour and twenty minutes after the time for which the defendants had been summoned, and as no prosecutor was in attendance he should dismiss it. An application was subsequently made for costs, but refused.

Horse Stealing from a Watchhouse.—Intelligence yesterday reached Sydney of a mare, which its owner, a constable in the Picton Police, had hung up at the door of one of the district watchhouses, whilst he went in to give some information, being stolen.

Robberies.—During the night of the 30th ultimo a seaman was robbed in a disorderly house in Long's-lane of his waistcoat, cap, handkerchief, and shoes. On the same evening, a man named Carrol, of Campbelltown, had stolen from his cart in the Hay-market a tin containing 35 lbs. of butter. On Thursday night a publican named Spears gave an aboriginal named Shingleman into custody for disposing of two cheeses he had given him to carry to his house. The black it was found had sold the cheeses for 5s. 6d., but as Spears did not attend the Police Court Shingleman was discharged.

Mr. Charles Newton has requested us to direct the attention of the trade and buyers generally, to his sale of drapery and slops, which will be continued this day, at his Rooms.—*Communicated.*

COMMERCIAL INTELLIGENCE.

Sales during the current week have been to a very limited extent. Transactions have been principally for cash or at a short credit; and to this latter system of business importers more strictly adhere, owing to circumstances which have transpired during the last few days. We are apprehensive that ere confidence is again restored many parties who have for a considerable time past carried on business principally on credit, will need to retire from the market, as in almost all instances cash is now looked for by the vendor.

Ales—in wood—There have been no sales of consequence to note.

,, Byass's and Dunbar's continue to move off at about former rates.

Bags—Enquiries continue, and former rates are maintained.

Blue—Sales at a fair advance on invoice cost.

Brandy—Martell's—Advanced rates are looked for; no particular sales to note.

Canvas—of first quality—Stocks are light.

Cheese—Chedder—A small shipment now in the harbour will command a ready sale at a fair advance on cost.

Cider—Little has come forward by late arrivals.

Cigars—Considerable dulness pervades this market; a large shipment has been made from first hands to Adelaide.

Coffee—No alterations to note.

Copper—Sales during the week have only been to a limited extent; prices rule as last quoted.

Currants—Sales of recent arrivals cannot be effected at former rates; there is a fair supply in the hands of the trade, laid in at a high figure.

Hides—Account sales from Britain lately received tend to depress this market.

Iron—Enquiries for sizes and descriptions; a fair advance can be obtained.

Lead—pipe—Wanted.

,, Sheet—No particular sales to notice.

Matches—Bell's—Light stocks.

,, Colonial—Supply not adequate to the demand.

Nails—Ewbank's—Continued enquiries.

Oils—sperm—Considerable shipments to Britain from first hands are being made.

Pitch—Enquiries, small stock.

Raisins—Late arrivals will command a ready sale at a considerable advance on cost.

Rum—B.P.—Notwithstanding large shipments now in the harbour the decline in price has been trifling—few sales have been effected, the trade being unwilling to purchase at present rates.

Salt—Coarse Liverpool continues at last quotations; arrivals have been heavy, and purchases merely to supply immediate wants.

Skins—kangaroo—V. D. Land, dressed, at last quotations—say 42s. to 45s.

Soap—Colonial—The demand continues brisk; prices range from £20 to £26.

,, Liverpool, &c.—Without enquiry.

Soda Ash—The demand continues steady: former rates are maintained.

Soda—Crystals—Without alteration, stocks continue heavy.

Starch—A small parcel of Colman's just arrived has been placed at a trifling decline on former rates.

Sugar—China, brown—The demand for this continues at about £16 for ration purposes.

,, China, white—Without particular enquiry.

,, Java, brown—Sales to a small extent are being effected.

,, Mauritius—Little is doing in this market, holders cannot submit to present market rates.

,, Pampanga—Sales have been very limited.

Sugar—Refined Colonial remains without alteration; sales are being effected to the trade, at 37s. 6d.

,, Refined English—Stocks are gradually decreasing, prices rule as heretofore, at 37s. 6d.

,, Sebu—600 tons, comprising nearly the whole of the cargo now landing ex City of Poonah, was submitted for sale at auction, at Mr. Charles Newton's rooms, on Thursday, when a large portion of the trade were present, together with all the most influential members of the mercantile community, as well as various parties interested in Eastern importations; bidding was spirited. The first few lots were knocked down to the trade at £15. The larger portion, consisting of 400 tons, was taken at a reduction, in one lot. In addition to the above, 4000 bags already stored, were placed at £15. The whole may be considered to have realised full market rates.

Tar—Fifty casks Stockholm have been placed at an advance on former rates.

Tea—Sales of hysonskin are being effected in small lots principally; for the best brands, former rates are maintained.

R. HARNETT, Broker.

470, George-street.

SYDNEY MARKETS.—Friday.

Wheat.—During the past week there has been a very good supply and of a very fair quality. Sales have, however, been very dull, and there has been a fall on the prices previously realised. The rate given for grain of a superior quality being 3s. 9d. per bushel; for good, 3s. 2d. to 3s. 10d., and for that which was very superior 4s. There have been no enquiries for imported wheat.

Flour still continues at the same price—£11 cash per 2000 lbs. at the mills.

Bread.—3d. is charged for the 2 lb. loaf.

Bran. — Wholsale, 10d.; retail, 1s. per bushel, cash.

Biscuit.—No. 1 (cabin) 18s., No. 2 (ship) 15s. per cwt.

Grain.—Maize is more in demand than it has been for some weeks previously, and the quality has been superior to that hitherto brought to market; the price has considerably advanced, 1s. 5d. (2d. more than the price given for the best quality last week) being now readily paid, wholesale, for grain of middling quality, and for that of superior, 1s. 6d. per bushel. The retail price is 1s. 9d. per bushel. Cape barley, for seed, is so scarce, and the few persons that are holders demanding various prices, an average cannot be given. Oats (Van Dieman's Land) for seed, are selling readily, being in demand, at 6s. per bushel.

Potatoes.—Colonial potatoes have been selling wholesale at from £2 15s. to £3 per ton, and Circular Head, at from £4 to £4 10s. There are a few Van Dieman's Land (or Derwent) potatoes in the market, for which the importer demands £8 per ton. There being an excessively limited supply of both Circular Head, as also of colonial potatoes, the few dealers in whose hands they are, obtain, retail, for the former from 7s. to 8s., for the latter 5s. to 6s., and for Derwent 8s. 6d. per cwt.

Horned Cattle.—During the last week some thousands of cattle have arrived in Sydney; the consequence of which has been a complete glut of the market, and the price given for stock for slaughtering has considerably fallen. The prices given have greatly varied from the numerous arrivals, for whilst on Monday and Tuesday the herds that reached Sydney were few in number, the arrivals on the subsequent days of the week up to late yesterday evening were very large ones, and within the next week very many head, as the carcass butchers decline to purchase at any price, must be sent to the boiling-down establishments. Large purchases have been made, the prices for which vary according to weight and condition, from as low as 29s. to 40s., the weight being from 600 to 700 lbs. A small lot of cattle, which were certainly in very splendid condition, and were from 800 to 850 lb. carcasses, sold at £2 7s. 6d. For years there has not been a more numerous or more excellent supply of cattle in Sydney. Calves have been scarce, and sell at from 5s. to 15s., according to age and quality. A few very superior have been disposed of as high as 17s. 6d. Milch cows are still in demand, at the prices given last week.

Sheep.—The remarks made respecting cattle equally apply to this description of stock. In the early part of the week, when sheep of a good quality were scarce, a small flock sold at 7s. per head, but every subsequent day having brought into Sydney two or three large flocks, and those in good condition, prices have fallen, and the rates at which a few of the flocks have sold are 4s. 6d. to 5s. 6d. (being on carcassing 50 to 60lbs.); a few have realized 6s., but these were of 66lbs. weight.

Horses.—There have been large sales of horses in Sydney within the past week, as also an extensive one by Mr. Mort, near Penrith, of some choice stock. At Mr. Stewart's sale by auction, on this day week, 18 horses were sold at from £1 12s. 6d. to £12 10s.—the average being about £8 5s. On Monday, at Penrith, Mr. Mort's sale of 41 head gave an average of £5 5s. per head. On Thursday, Mr. Stubbs sold, at the Cattle Market, by auction, 10 horses, at an average of £6 15s. per head; and on the same day, at the same place, Mr. Stewart disposed of 11 head of mares, colts, and fillies, in one lot, at £5 5s. per head—four foals being given in. Mr. Stewart also sold 20 colts, unseen, at £6 per head, to be delivered at a station 300 miles in the interior.

Pigs.—Prices continue as given last week, but the supply is very limited.

Dairy Produce.—Ten tons of cheese and four tons of bacon were received at the market during the past week. The prices obtained have varied according to quality, there having been realized for the former from 3d. to 4d. per lb., and for the latter 4½d. to 6d. per lb.; of butter, coastwise and inland, there has been an excellent supply, 6d. to 9d. for salt, and 6d. to 9d. being given for good qualities of fresh, and 10d. to 1s. for that of approved brands. Bladder lard is still very scarce.

Eggs have decreased in price since last week. The rate now given for them wholesale is 10d. to 11d.

Poultry. — Ten loads paid market dues in the course of the week. The prices continue the same as those given last week, with the exception of fowls, which have advanced from 3d. to 6d. per pair.

Fruit.—Thirty loads paid market dues last week. Prices continue the same as quoted in the last notice, with the exception of grapes, of which there has been since Tuesday scarcely a bunch in the market. The supply of quinces is a most abundant one.

Vegetables.—Although fifty loads were received in the market during the past week, many of these consisted solely of cabbages, on which there is a considerable reduction in price. All other vegetables are scarce, and have risen slightly on former prices.

Forage.—During the past week fifty-two loads of hay paid dues at the market. It varied considerably in quality, from £5 10s. to £8 per ton being obtained for it. Straw—twenty-three loads sold at from 2s. 6d. to 3s. 6d. per cwt.; thirty-five loads of green fodder sold at from 4d. to 6d. per dozen bundles; and ten loads of green bedding realised 3s. per load.

Leather.—Prices continue as given last

week. Some few holders of kangaroo skins ask 46s. per dozen; but they are obtainable at 1s. under that rate. They are nevertheless still scarce.

FUEL.—Prices as last given.

BUILDING MATERIALS.—The only alteration in the prices given last week is in timber, which has advanced 1s. per 100 feet.

PRICE OF WOOL.—Since our last monthly circular, but more particularly during the last fortnight, we have experienced rather a better inquiry, although very far from being of an active character. Notwithstanding the generally low state of stocks of foreign, the transactions that have taken place have been at a decline upon late quotations; and if they were more abundant, it is likely that even greater concessions would be required by the buyers, as, unfortunately, the state of affairs in the manufacturing districts is in nowise improved, and at this period of the year it is almost hopeless to expect much amendment; the future stability of prices will, therefore, in a great measure, depend upon the extent of the arrivals. Public sales were held here on the 25th and 26th ult., when about 550 bales of Australian were disposed of, at from 1d. to 2d. above the prices of the recent London public sales. The only fine wools offered besides were some Spanish and Portuguese, which were obliged to be withdrawn, there being no demand for those descriptions. About 1500 bales of East India were offered, nearly the whole of which were sold, but at a decline of ½d. to ¾d. per lb. on middle to good, and of ½d per lb. on other qualities. There was little done in the other low wools offered, being, for the most part, descriptions not suitable to the present demand. By private contract there has been a fair business done in Peruvian, also in Russia Donskoi, which latter has been for a long time very much neglected, notwithstanding prices were hardly ever known so low. The low quotations for Buenos Ayres wools has induced the trade to operate more freely. Some sales have taken place in Alpaca. In domestic wools the sales have been very limited, and what is doing in English skin wools is at a considerable decline, which always operates to a great extent on prices of all low foreign.—*Hughes and Ronald's Circular, December* 1.

NEWS FROM THE INTERIOR.

(From our Correspondents.)

CAMDEN.

MARCH 30.—The weather continues sultry, exaggerated occasionally by an intense heat which is almost insupportable. During these glowing hours the thermometer outside frequently reaches 120°, and is seldom below 110°. Now and then it is true, but very rarely, we are refreshed by a cool breeze in the evening, which, dying away, leaves the atmosphere close, heavy, and unenjoyable—but all this is the usual description of autumn.

A bushranger (to use a term now happily almost obsolete) called "Billy Dicky," who some two years ago escaped from the Lock-up at Picton, appeared a few days since in the neighbourhood of Appin, where, in an encounter with a man at a small settler's house he became worsted, and barely escaped, having been obliged to leave behind him his arms, money, and everything except the shirt and trousers which he wore. As soon as the Camden Police became acquainted with the circumstance they were on the alert, and the Mounted Police from Campbelltown have also been scouring the country, but hitherto unsuccessfully. Dicky is said to have taken the direction of Burragorang.

The crops of maize are filling nicely, and the grass has made great headway; it is likely that there will be abundance of pasture for the winter. A fat bullock or sheep, however, in the butchers' shops, is like the vigintennial blossom of the great Agave, both rare and conspicuous.

While the highly important question of railways is under discussion, it seems only due to the Cowpasture people to endeavour to neutralise an erroneous impression which seems to prevail, particularly among the inhabitants of Windsor, that an undue influence has been exercised by certain, large landed proprietors in this district, over the mind of the enterprising gentleman who, when no other would go, boldly started on, and has lately accomplished the preliminary survey of the line to Goulburn, with offshoots in Cumberland. If those parties who complain (with all respect we say it) were to give the matter a moment's consideration, with the plan before them, they would perceive that, (independently Mr. Woore's being a man of integrity and high principle) the main trunk of this line has not been made to pass near the lands of either of the parties from whom the bias is alleged to have proceeded, but midway between their properties and Penrith; that by the proposed plan Camden is made farther from Sydney than Windsor is; that Camden is in the same manner detached from the main trunk, and that there will be far less difficulty in completing the line from the main trunk to Windsor, on account of the levels, than from the same point to Camden; all of which considerations will give Windsor actually an advantage over this part of the country in both the formation of the road and the traffic afterwards. But, at any rate, if there were any doubt upon these points, or if the line in its integrity or parts should appear unsatisfactorily chosen, it would be quite competent to have the matter set at rest by the dissentient parties, by disinterested professional investigation. Let the whole colony once agree to the expediency of forming a railroad, and our reputation for it, a good line will be hit on. Mr. Woore has proved one grand elementary fact, namely, that it is practicable. What pity therefore that petty jealousy, if such indeed there be in the present case, should eclipse the perception of what is for the real benefit of the colony at large, in the minds of otherwise well-meaning and right-judging men!

WINDSOR.

WE have been requested to state, for the information of our country friends, that the ensuing sittings of the Court of Requests at Windsor will commence on Monday, the 24th of April instant, and that the last day for issuing summonses in the ordinary sittings will be Monday, the 10th of the same month—being four days prior to the day appointed by Rule of Court, so as to allow the bailiff sufficient time to serve writs in the country, as ordered by the Commissioner.

ORIGINAL CORRESPONDENCE.

To the Editors of the Sydney Morning Herald.

GENTLEMEN,—If there is a corner in your paper devoted to anonymous correspondents, may I be allowed to ask for the insertion of the following:—

I am one who frequently peeps at the moon through a small but very good glass, more to admire its beautifully mottled face than to observe any phenomenon. Accordingly, on Saturday, the 25th instant, whilst engaged in my accustomed prying, I observed a small bright spot above the ragged edge, and as I then thought close to the opaque edge. Concluding that I was about to witness the occultation of a star, I watched attentively for its disappearance; but, after some time, finding no difference in its position, which must have taken place in a few minutes had it been a star, I was forced to alter my opinion and look for another reason.

On completing (in idea) the whole circle of the moon's disc, of which scarcely the half was illuminated, it seemed evident that the spot was included within it. Now, as Pinnock's Catechism tells me that the moon is only 240,000 miles distant, whilst the stars are many millions, it follows that it could not be a star passing before it. I concluded, therefore, it must be the illuminated peak of a lunar mountain; and if so, very singular, considering its great distance from the ragged edge, the projections of which stood out in bold relief. Of course it could only have been seen under very favourable circumstances, as regards the atmosphere, which indeed was the case,—as, considering the proximity of the moon to the horizon, I never saw, with my puny means, its shadows better defined.

The moon had not long risen, and was only just clear of the trees of Garden Island. Two or three things seem to tend in strengthening my belief of it, viz.:—First, that I do not remember any stars visible in its immediate vicinity; secondly, notwithstanding the rapidity of the moon's apparent motion, I did not perceive any difference in the position of the spot, thereby seeming to be borne along with the moon; and, thirdly, it seemed to me that the light was different from the changeful flickering mostly observed in the stars, as it shone with a steady brightness. But I much question if a star so small would have been visible under the influence of the moon's light.

As I have not the opportunity of mentioning my observation to those who may be able to throw light on it, I have adopted this method, in the hope that it will meet the eye of some more practical and useful observer of heavenly bodies; and I shall at least be secure from the charge of doing it from ambitious motives, since I am unknown to all.

Sydney, March 30.

To the Editors of the Sydney Morning Herald.

GENTLEMEN,—Although a great deal has been said and written against the dog nuisance in Sydney, very little has been actually done to put it down.

The law which authorises constables to destroy all dogs found in the streets without collars, is evidently a dead letter, as not one dog in a dozen is to be seen with a collar. I am, however, now led to call the attention of the police authorities through the medium of your journal, to one part of the nuisance which, however intolerable, has not, that I am aware, ever been alluded to in any of the public prints—I mean the noise caused by the barking and howling of these animals, which in parts of the city effectually prevents any person from enjoying a sound sleep, however fatigued he may be, in fact in a couple of streets where I have resided, and in the one where my present house is situated, a refreshing night's rest is quite out of the question. The annoyance caused in families where there are sick people or infants, is too evident and well known to be alluded to.

To put down this nuisance I known of but one remedy, and that is, that all constables be strictly ordered to kill any dogs they may find prowling about the streets at night after a certain hour, and as it is notorious not one of those dogs will be found with a collar, they will in point of fact only be carrying out the law as it now stands.

Trusting you will do me the favour to insert this, or at least call the attention of the police to the nuisance, and the suggestion I have now made.

I remain, Sir,
Your obedient servant,
P. D. G.

FASHIONS FOR DECEMBER.

(From the London and Paris Ladies' Magazine of Fashion.)

THE colours most in favour this winter in woollen materials for dresses are monstre vert, dark gray, garnet and Muraille; stripes and checks continue fashionable; the richer materials of dress are generally in running satin patterns, on reps ground, whether of different shades of the same colour or contrasting ones. The new material are so rich in pattern as not to admit of trimming with the same. Woollen materials are principally used for redingotes, made quite high, ornamented with brandenbourgs; in galons, silk nœuds of satin and velvet ribbon, and large nœuds in gimp; embroidery in satin stitch, mixed with thick cord, which has quite replaced braid; narrow velvet is also very fashionable for trimmings. Carriage dresses are generally quite high and tight, with long sleeves closing at the wrist; those open at the bottom are still fashionable, but principally for dinner dresses. For evening wear, rich satins with velvet patterns will be the great novelty of the season. Bouillons of tulle and pretty trimmings of coloured blond have a good effect. On taffetas ball dresses, pink and citron velours épinglé are frequently seen, with blond flounces of the same colour. Berthes of lace, velvet, and old point, are still worn, but rather less deep. Taffetas dresses of pink, blue, and white are often nearly covered by pinked ruches. Narrow velvet ribbons, both plain and épinglé, are very much used. Bonnets and caps are covered with them; the narrower the more approved. Fancy buttons are also much used. Bishops' purple and vanille colour are favourites for redingotes; they are often trimmed with stamped velvets. Fur is now a favourite ornament. Satin skirts for morning wear have several rows; the corsages being high, with small fixed pelerine of fur, diminishing to a point at the waist; sometimes two bands of fur are placed en tablier; fur cuffs are much deeper than they were last year. The newest style of pardessus is the manteau Arménien, partaking of the paletôt and mantelet; it is open at the sides the whole length, and falls straight behind, without marking the waist, trimmed with a broad band of gimp or lace laid on. The same style, of reduced size, is also made in cloth and merino, trimmed with gimp or stamped velvet. One of the novelties of the season is a plaid velvet cloak with deep fringe. Many pardessus form large rounded shawl behind, and mantelet in front: it is not unusual for the pardessus to match in colour with the dress, as one of dark blue velvet with dress of dark blue gros de Naples. The form of bonnets, though rather similar to those worn last year, is, however, rounder and more open, and there is a roundness in the crowns. Carriage bonnets are of royal or plain velvet, with feathers, and many with ornaments of satin ribbon; the inside finished with four rows of pipings of two colours alternating. Satin capotes are ornamented by demi-guirlandes of the same colour, intermixed with black lace; some black velvet bonnets are lined with pink or mais, a very favourite colour.

RAILWAY RATES.—The average contribution by the English railways to the local and parish rates every year amounts to five per cent of their earnings, estimated at nearly £8,000,000 a year; in round numbers, £400,000 towards the £6,000,000 annually raised for the poor—The burden of feeding the poor during the approching winter, will be shared by the railways who have discontinued "reproductive employment," by the cessation of cuttings and embankments. One of the Irish railways has paid £900 more in rates, than in any preceding year.—*Nash's Railway and Land Taxation.*

BIRTHS.

On the 31st March, at Glentworth House, Balmain, the lady of George Thorne, Esq., of a son.

On the 30th March, at Balmain, Mrs. Edward Lotze, of a daughter.

ATLAS NEWSPAPER.—The *Atlas* of this day contains, among other valuable matter, an Original Article, occupying nearly eight columns, from the pen of J. R. HARDIS, Esq., entitled "A MONTH AMONGST THE MINES" *of South Australia.*
Atlas Office, 485, George-street, opposite the Barrack Gate.
April 1. 5772

WHIPS.

JOSEPH SCOTT, Whip Manufacturer, 382, George-street, opposite the Savings' Bank, begs to intimate to his friends and the public generally, that he has received, ex Jane, an extensive assortment of whip material, of the very best quality, and which will enable him to make a considerable reduction in the price of his whips. The silver mountings are of the most magnificent description, and are only to be equalled by the first establishments in London. They comprise all the latest improvements, representing birds, dogs, snakes, horses, &c.
N.B.—Tandem, gig, four-horse, riding, jockey, and every other description of whip, made to order, repaired, &c. 5773

TO PAINTERS, GLAZIERS, AND COACHMAKERS.

JUST LANDED, and on sale a WRIGHT'S Oil and Colour Warehouse, 326, Pitt-street, an invoice of Noble and Roll's best London varnish, oils, paints, dry colours, &c., which he intends selling at greatly reduced prices.
Painting, glazing, and decorating done on the most reasonable terms. 5188

HENRY PARKES,

IVORY AND BONE TOY MANUFACTURER
AND
GENERAL TOY WAREHOUSEMAN.

DEALER in writing desks, workboxes, dressing cases, brushes, combs, China ornaments, fancy baskets, chessmen, beads, composition and all kinds of dolls, cricket batts and balls, &c.
No. 20, HUNTER-STREET,
(Right hand from George-street,) Sydney.
320

REFINED CAMPHOR.—The undersigned having a supply of the above, per Herald, offers the same at the lowest price to cash purchasers, in quantities not less than seven pounds.
WILLIAM ALLDER,
Chemist,
5632 Parramatta-street.

GALVANIZED TINNED SHEET IRON FOR ROOFING VERANDAHS, GUTTERING, &c.

ON SALE, by the undersigned—Galvanized Sheet Iron, in sheets 72 x 30, 72 x 24, 42 x 14, weighing from 12 to 22 ozs. per square foot.
It forms a light and elegant looking verandah, can be laid without boarding, and requires no under ceiling.
The new Houses of Parliament are entirely roofed in with Galvanized Iron, and all the guttering, and rain water pipes and heads are made of this incorrodible metal.
E. C. WEEKES,
5220 380, George-street.

ARTIFICIAL GRASSES FOR AGRICULTURE OR LAWNS,

LUCERNE Seed, white, red, and yellow clovers, trefoil and sainfoin grasses, sweet vernal, dogstail, sheeps and meadow fescue, rye grass, foxtail, cocksfoot, &c., &c., Timothy grass, flax seed, winter tares, variety of field peas, buck wheat and millet. French madder seed. Also, Cape barley and seed oats.
HENRY FERRIS,
Stores, Pitt-street, near Theatre.
March 11. 4530

TO CONTRACTORS, BUILDERS, AND OTHERS.

THE und-rmentioned *Joiners' Work*, just landed, ex Tropic, from London, is now on view and offered for sale by the undersigned—
8 Eight-feet casement windows, with shutters, frames, mouldings, &c., complete
29 Five-feet ditto ditto
25 Six-pannel double moulded parlour doors, with frames, mouldings, &c.
21 Front doors, with ditto ditto
11 Back ditto with ditto ditto
7 Garden ditto with ditto ditto
5 Improved folding stable ditto, with ditto ditto.
The above work is of the very finest description, and worthy the attention of intending builders.
GEORGE THORNE AND CO.,
7, Jamison-street.
March 31. 5718

MERCHANTS, CAPTAINS OF SHIPS, SALTING AND BOILING-DOWN ESTABLISHMENTS.

THE *undersigned* wishes it to be known he has for *sale* (London-made) Oil Butts, Ship's Water Casks, Tallow Casks, Beef Tierces, new and second-hand, and Pork Barrels; also, his usual assortment of Coopers' Ware, which will be sold at the very lowest remunerating prices.
L MILWARD,
Cooperage,
Opposite the Old Treasury, George-street
☞ The trade, as usual, supplied. 5733

HAY.

TO SHIPPERS OF STOCK FOR NEW ZEALAND.

THE undersigned has sixty trusses of superior hay on board the Cornubia, for sale, just arrived from Newcastle. It can be at once transhipped in the Tasmania or any other vessel shipping stock for New Zealand
HENRY FERRIS,
Pitt-street, near the Theatre.
March 31. 5722

FOR SALE BY THE UNDERSIGNED—
20 boxes tobacco pipes, each 20 gross
161 ditto ditto, each 10 gross
Soda ash, 50 per cent.
3 bales three-bushel bags
An invoice consisting of half-pint tumblers, confectioners and covers, cut salts, &c.
R. HARNETT,
Broker,
5462 470, George-street.

ON SALE, (100) one hundred tun butts and water casks, ex China, lying at Buchanan's Wharf. Apply to
5650 SMITH AND CAMPBELL

ON SALE, ex Catherine Jamieson, SODA ASH.
ASPINWALL, PORTER, AND CO.
Bank Court, March 30. 5597

EX JANE.

THE undersigned begs to intimate to his friends and the public that he has received by the above vessel a fresh supply of the following goods—
Toilette bottles, richly cut, in great variety
Smelling bottles with gold and silver tops
China toilette pots, Egyptian, Bohemian, and other patterns
A superior assortment of hair, tooth, and nail brushes, best London made
Powder boxes, with puffs
Prepared teats
Feeding bottles
Violet powder
Improved breast pumps
Fine Turkey sponge
Windsor Soap
Patent hydro-pneumatic enema syringe
Blue stone
Essence of spruce, with full directions for making the essence into beer
Canary seed
Hard's farinaceous food for infants', &c., &c.
P. F. MORGAN,
Dispensing Chemist, &c.,
6123 271, Pitt-street.

CEDAR at moderate prices, a large assortment of boards on hand, log as usual, at wharf price, at the wholesale yard, Liverpool-street.
R. STEWART,
Corner of Pitt and Bathurst streets.
N.B. The cutting is with frame saws at this establishment. 4000

FLOOR CLOTHS on sale at very reduced prices, at
A. LENEHAN'S,
5760 271, Castlereagh-street.

ON SALE BY THE UNDERSIGNED—
Tin plates, best brands, 1C, 1X, 2X, &c.
Sheet lead, assorted sizes
Sperm and black oil
Linseed and boiled oil
Best quality white lead
Noble and Roll's varnishes
Turpentine, dry colours
Window glass, all sizes
Brass force and lead pumps
Ewbank's patent nails
Gold leaf, sheet zinc
Brushware, assorted.
W. S. FRIEND,
York-street,
3681 Opposite the Market.

SHEATHING METAL.—Muntz's Patent Sheathing Metal, 22, 24, and 26 oz. On sale by
JOHN MACNAMARA,
5725 Queen-street.

VAN DIEMEN'S LAND hydraulic-pressed Oaten Hay, now landing, ex Emma, from Hobart Town, and on sale by
JOHN MACNAMARA.
Queen-street.
March 31. 5726

ON SALE, at the stores of the undersigned, King-street West—
Washing soda
Rosin
Candle wick
Cotton waste
Saltpetre
Epsom salts
Venetian red
Ginger, in bags and barrels
Ash oars
American hops
Linseed oil, raw and boiled
Sal ammoniac
Preserved salmon
English starch
Woolpacks, 9½ and 10lbs.
Magnesia
Marryat's code of signals (books.)
5707 R. W. ROBINSON,

HOCKIN'S PREPARATION OF SEIDLITZ, in one bottle, will keep in every situation. It is solid Salt of a natural spring, and like it, tasteless. The dose can be apportioned to suit all ages and constitutions; a full dose acts as a medicine; a smaller forms a refreshing and pleasant drink, consequently it is used by surgeons for making the saline draught. Hockin's Patent Preparation does not (like the articles called Seidlitz powders) become a liquid in damp places, but on the contrary it is rendered more firm, and contains the necessary salt to feed the blood and system. It is a valuable family medicine, being taken as freely by children as adults, and cannot disagree with or weaken the stomach in any climate. In bottles. CHAS. HOCKIN, 38, Duke-street, Manchester Square, and 1, Bishopgate-street Within, London; and by his agents in the Australian Colonies, viz.—A. Foss, Dispensing Chemist, 213, Pitt-street, Sydney; Louis and Sons, Hobart Town; James Dowling, Launceston; and A. Scott, Adelaide. 7748

ALE AND STOUT

JUST arrived, per Reginald Heber, and on sale by the undersigned—
Tennent's XXX brown stout
" Strong ale
" Bottled ale and stout.
The above are stronger than any former shipments of malt liquor of the same brands.
ABRAM BRIERLEY,
Sussex-street
March 29. 5512

TO FAMILIES.—The undersigned have always for sale, at their Wine and Spirit Stores, a large assortment of Wines in pipes, hogsheads, quarter casks, octaves, and kilderkins. Also, fine Old Port, superior Sherry, Old Madeira, excellent Marsala, Sparkling Champagne, and choice Clarets, in one and three dozen cases.
Brandy in dozen cases, Clouzeau's Pale and Martell's Brown.
Whisky, Rum, Gin, and Old Tom.
PORTER AND PEEK,
5553 Wine Merchants.

ON SALE at the Stores of the undersigned,—
Woolpacks, tarpaulings, and tarpauling canvas
Hemp and tow three-bushel bags
Canvas and sail twine
Beaver and silk hats
Brandy, rum, and gin
Pale and gold sherry, in hogsheads, quarter-casks, and 3 dozen cases
Port and champagne, in cases
Tarragona, in pipes and hogsheads
Bottled ale
Tea, sugar, coffee, and rice
Colonial beef and pork
Earthenware, glass, pipes, &c.
Millstones, 3½ to 4 feet
Boiler plates and rivet iron
Hoop, angle, and pig iron
Iron ploughs and thrashing machines
GILCHRIST AND ALEXANDER,
700, George-street.
March 28. 5534

BOTTLED ALE AND PORTER,

EX LATE ARRIVALS.

TO PUBLICANS, DEALERS, AND OTHERS.

800 DOZEN of the above, in prime order, in three and four dozen casks, at 7s. per dozen, for sale at the Stores of
MEIKLEJOHN AND SPEER,
5071 Commercial Wharf.

ON SALE, BY THE SUBSCRIBERS—
Ale,—Perth, very fine quality, just landed, ex Tam o' Shanter
Brandy, in bond, or duty paid
Port Wine, in pipes and hogsheads, of choice quality
Sherry, English bottled, in three dozen cases, of fine quality
Sicilian Red Wine, in pipes, hogsheads, and quarters, of full body
Cigars—two cases of Calcutta, cheap
Vinegar, in hogsheads
Sago—seventy-five cases pearl-white, just landed, ex Titania, from Singapore
Annatto, superfine, in 56 lb. boxes
Flax in bales
Ginger, Barbadoes, in 1 cwt. barrels
Salmon, salted, in tierces of 300 lbs. nett, and in cases preserved fresh, in 1 and 2lb. tins.
GEORGE THORNE AND CO.,
7, Jamison-street.
April 1. 5719

DOOR MATS! DOOR MATS! DOOR MATS!

THE best English and Indian rope and coir WINTER DOOR MATS, all sizes; English and American carpet brooms, brushware, twine, of all kinds; cordage, clothes lines, &c., &c.—Cheap.
AT A. DAVY'S,
Family Grocery Warehouse, 550, George-street, opposite the Bank of Australasia. 5770

CHEESE! CHEESE! CHEESE! MORE CHEESE.
Just Landed, and on Sale by the Undersigned,—
Prime English cheese
Ditto American ditto
Ditto Dutch ditto.
☞ The only lots of imported Cheese in the market.
Also,
A prime lot of the best Lachlan cheese, superior bacon, York and colonial hams, spiced beef hams, with every article in the provision and grocery trade very cheap.
AT A. DAVY'S,
Family and Shipping Grocery Establishment, 550, George street, opposite the Bank of Australasia. 5766

CAMDEN BUTTER, to be had only of
JOHN WILD,
5776 Market, George-street.

LOCHFINE HERRINGS.—On sale by the undersigned, 50 Barrels White Herrings, in fine condition.
SAUNDERS AND BUBB,
Commission Agents,
5575 Pitt-street North.

TO GROCERS, AND WHOLESALE BUYERS OF TEA AND SUGAR.

MR. CHARLES NEWTON

HAS for sale by Private Contract, at his Rooms, Pitt-street,
China sugars, various qualities
Manila ditto ditto ditto
Hysonskin and congou tea, various shipments.
TERMS:—
Under £50, cash; above £50, approved bills at three months. 4799

TO FAMILIES.—The undersigned continue to supply families, as well as Wholesale and Retail Dealers, with the best Groceries imported.
PORTER AND PEEK,
Importers and Dealers.
Coffee thoroughly and evenly roasted without the aid of steam or smoke. 5562

PATENT SPERM CANDLES.—A fresh supply of those celebrated Candles, warranted to burn equally brilliant and clear as any candle in the colony, 1s. 6d. per lb by the box of 24 lbs., or 1s. 6d. for a less quantity.
Also,
A superior lot of white and coloured China matting, 1s. 3d. per yard
BROWN and WHITE WINDSOR SOAP, 1s. per lb.
American brooms and buckets
Very superior brass work American 30-hour and eight-day clocks, warranted the best ever imported
Wood seat painted chairs, in one dozen cases.
S. HEBBLEWHITE,
430, George street,
1118 Four doors South of the Post Office.

CHEAP GROCERIES.

ON SALE at the Stores LENEHAN, 40, Market-street—
250 chests of tea, best brands
ALSO,
150 tons of sugar, from £16 per ton and upwards
M. L., knowing that puffing prices is of little use, merely states that Settlers, Store-keepers, and private families will find it to their advantage to give a call, he having purchased for CASH, is enabled to sell as low as any house in the trade.
Sydney, April 1. 5789

CANDLES,

JUST ASK AT YOUR GROCER'S FOR

ALLEN'S SUMMER MOULD CANDLES, and try if they are not superior to any other candle in the market, at 6d. per lb.
You will know them by their hard wax-like appearance and the absence of all bad *smell.*
W. B. ALLEN,
1862 Sussex-street.

COALS! COALS! COALS!

H. R. WHITTELL, in returning his sincere thanks for past favours, begs leave most respectfully to inform his friends and the public, that he has taken Messrs. Brodie and Craig's Coal Wharf, Bathurst-street, and recommenced the Coal Trade.
H. R. W. hopes by keeping a first-rate article, combined with punctuality and moderate charges, to merit the support of his former friends and the public generally.
Brodie and Craig's Wharf, Bathurst-street,
March 27. 5489

TO BREWERS, FARMERS, AND OTHERS.

TO BE SOLD, a great bargain, the wire web covering of a malting kiln, 18 feet by 9, with metal uprights, furnace door bars, bearers, mits, and screws all complete. Very little additional expense would make the covering 18 feet square, a size capable of doing a large business.
Also,
Three large fermenting tuns, all nearly new, containing about 1200 gallons; and two hop buckets—No. 1, 200 gallons; No. 2, 150 gallons.
Apply Mr. JOHN SMITH, Sussex-street South, French Millstone and Wire-web Manufacturer. 5741

WOOL AND SHEEPSKINS.

THE Undersigned are cash purchasers of washed and unwashed wools and sheepskins; or, will make advances on wools consigned to Messrs. Armitage Brothers.
10533 J. T. ARMITAGE, AND CO.

WOOL AND SHEEPSKINS.

THE Undersigned are cash buyers of Wool and Sheepskins, either washed or in the grease; or will make liberal advances on wool consigned to their house in England.
SWAIN, WEBBS, AND CO.
8953 Harrington-street, Church-hill.

THE undersigned will make advances on wool, tallow, and other produce consigned to Mr. Robert How, London.
ROBERT HOW AND CO.,
9560 Lower George-street.

WOOL, &c.—The undersigned is a Cash buyer of Wool; or will make liberal advances on WOOL or PRODUCE, consigned to his friends in England.
Wools re-packed and sorted.
THOMAS HOLT, JUN.
244 136, George-street South.

WOOL.—The undersigned are cash buyers of wool.
MACKINTOSH AND HIRST,
7157 Queen's-place.

THE undersigned are Cash Purchasers of Wool, Tallow, and other colonial produce; or, will make cash advances on the same, consigned to their correspondents in London, Messrs. Magniac, Jardine, and Co.
THACKER AND CO.,
Fort-street.
December 20. 9888

THE undersigned will purchase Wool, Tallow, and other Colonial Produce, or will make liberal Cash advance thereon, if consigned to Messrs. D. Cooper and Co., London.
COOPER AND HOLT,
Waterloo Warehouse.

THE undersigned are cash purchasers of Wool, Sheepskins, and Horse Hides.
THOMAS HALL AND CO.
No. 166, Castlereagh-street and Hyde Park.
4657

BARLEY.—The undersigned are purchasers of good samples of Malting Barley, at market prices.
5343 ROBERT AND EDWIN TOOTH.

BANK AND OTHER SHARES.

THE undersigned has generally for sale, and is ready to purchase Shares of every description at market rates *Now offered*—
20 Shares, £1000 Stock, Commercial Bank
100 Ditto, £600 ditto, Gas-light Company
100 Ditto, £400 ditto, Gen. Assurance Co.
75 Ditto, £975 ditto, H. R. Steam Co.
25 Ditto, £150 ditto, Molong Mining Co.
Debentures, Mortgages, and productive Estates.
W. BARTON,
5730 555, George-street.

£1000.

£1000 TO LEND—On City or Suburban Property, in sums not exceeding £200, with liberty to discharge the mortgage money, either before or at the expiration of the time limited, at the option of the mortgagor. Apply to
WILLIAM REDMAN,
Solicitor,
5768 82, Pitt-street South.

TO STEPHEN AND JANE SCRAGGS, who arrived here in the ship St. Vincent, 1844. If the above-named parties will write to either their brother or sister (John and Susan Pratt), who arrived in the colony with them, they will greatly oblige. Address to John Pratt, care of Mr. Charles Coxen, Darling Downs. 4824

IN THE SUPREME COURT OF NEW SOUTH WALES.

ECCLESIASTICAL JURISDICTION.

In the Goods of Thomas Atherton, late of the City of Sydney, Engineer, deceased.

NOTICE is hereby given, that Maria Atherton, of Sydney aforesaid, widow of the said deceased, intends to apply, after the expiration of fourteen days from the publication hereof, to the honorable the Supreme Court, that Letters of Administration of the above Estate be granted to her. Dated this 31st day of March, A. D., 1848.
HUGH J. CHAMBERS,
Proctor for the said Maria Atherton, 99, King street, Sydney. 5706

PARTNERSHIP DISSOLVED.—The undersigned have this day dissolved partnership.
JAMES PRING.
JOHN PRING.
J. SHEAHAN.
Cooney's Creek, March 1. 5703

NOTICE.—All persons having claims upon the estate of the late Mr. John Jones, of Stanmore, deceased, are requested to furnish the same to Mr. Mark Blanchard, 236, George-street, Sydney; and persons indebted to the estate are required to pay the amount of their several debts to him, whose receipt will be a sufficient discharge.
T. W. BOWDEN, } Executors.
MARK BLANCHARD, }
5784 CATHERINE JONES, Executrix.

REGINALD HEBER.

NOTICE.—Captain Macfarlane will not be answerable for any debts contracted by his crew, without his written order. 5645

MR. AVERY BENHAM having retired from business, the undersigned begs to acquaint country customers and others that he has on hand an extensive stock of Groceries, of the first quality in the market; and he would endeavour, if favoured with a trial, to give entire satisfaction.
THOS. JONES,
360, George-street.
Two doors from Mr. A. Benham's. 5547

YASS HOSPITAL.—Tenders for the erection of this building will be received by the Secretary, Mr. Stiles, at Yass, until the 30th April next.
The plan and specification can be seen at the Court House, Yass, and a copy of the specification at Mr. S. Davis's, Australian Store, Goulburn.
All communications must be pre-paid.
J. STILES,
Honorary Secretary.
Yass, March 20. 5274

MONEY wanted, on security of Stock, comprising sheep, cattle, and blood horses. Liberal interest will be given for Six Hundred Pounds. Apply to Mr. Burton Bradley, Solicitor, Elizabeth-street North. 5714

WANTED, a lady as daily governess, who is capable of imparting a sound English education. The most unexceptionable references will be required. Address to B. C., *Herald* Office. 5631

SERVANTS WANTED.—A Man and his Wife. Also, an experienced Nursery-maid. The wife to cook and assist in washing, the man to take care of horses, and make himself generally useful. Enquire of Mr. CAPE, Glenmore Road, near the Victoria Barracks, Old South Head Road. 5737

WANTED, for a Country Store, a young man capable of serving behind the counter—he must know something of the drapery and grocery business—if married, would be prefered. Unexceptionable references required A very comfortable situation for a steady respectable individual. Apply by letter, to Q. N. S., *Herald* Office. 5766

WANTED, a Nurse to proceed to Bathurst immediately, to take charge of an infant; good references are indispensable. Apply between the hours of nine, and twelve A.M., to Lady STEPHEN, Hyde Park. 5641

WANTED, a Cook for the Officers' Mess of the 99th Regiment. Apply to the Officers' Mess Man, at the Military Barracks.
Sydney, March 31. 5775

WANTED, a man to cook, and make himself generally useful. Satisfactory references will be required. Apply to Mr. JAMES MARTIN, solicitor, Pitt street. 5647

WANTED, a Footman or Butler. None need offer themselves who are not possessed of testimonials as to capability and character. Apply at the Colonial Treasury, in Bent-street, between eleven and one o'clock. 5567

WANTED, a respectable Woman, as general House Servant. Character indispensable. Apply to Mrs. WILLIAMS, Macquarie-street. 5649

WANTED, to proceed to the interior, a man and wife without incumbrance, of sober and industious habits. The man to act as hostler and make himself generally useful; the woman to wash and as general house servant. Liberal wages will be given. Character for ability and sobriety will be required. Apply to Mr. JAMES MIDDLETON, 78, Pitt-street South; or to the undersigned (if by letter, post paid)
CHARLES SIMPSON,
5059 Rose Inn, Gundagai.

WANTED, a few good Shepherds, also a Gardener—all single. Apply at the Club House, Bent-street, from 10 to 11. 5704

WANTED, Shepherds, Stockkeepers, and Hutkeepers, to proceed to Maneroo. Wages, £15 per annum, and a ration of 10 lbs. meat, 10 lbs. flour, 2 lbs. sugar, and ½ lb. tea per week. Apply at 2, Church-hill. 5610

WEAVERS WANTED.—Apply to A. and J. RAYNER, Goulburn street West. 5074

CLERK.—A person of respectability, accustomed to mercantile business, is desirous of meeting with a situation as Clerk, or to take charge of any business establishment; the most respectable references can be given. Any communication addressed to W. B. S., *Herald* Office, will be immediately attended to. 5711

A RESPECTABLE FAMILY, living near Sydney, requiring a steady, handy, Man Servant, who can produce unexceptionable testimonials, may hear of one likely to suit them, by leaving their address at the *Herald* Office, for L. H., who will then call on them.
The advertiser has been accustomed to horses, cows, and the garden, and is a tolerable carpenter. 5721

WANTED, by a respectable Female, a situation as needle-woman, or shop-assistant. The most respectable reference given, if required. Address B. M., *Herald* Office;—to be heard of for a week. 5729

ONE POUND REWARD.—Lost from South Creek, in August last, a bay mare, four or five years old, star in face, branded SA off and 39 near saddle; is supposed to have been in foal. A reward of one pound will be paid to any one delivering her to the undersigned; and if stolen, a further reward on conviction of the thief.
JAMES SANDERS,
5710 South Creek

TEN SHILLINGS REWARD.—Lost last evening, between the hours of 6 and 7 o'clock, a small black and white Spaniel Dog, with a short tail. Whoever has found the same and will please to return it to Mr. J. L. DEANE, Lower Fort-street, shall receive the above reward.
March 31. 5708

STOLEN or STRAYED, from the run of the undersigned, at Nithsdale, near Braidwood, the following Horse Stock:—A dark bay Mare, eight years old, branded B in a circle under the saddle near side, and CT on the near shoulder, an unbranded yearling filly was running at her side. A light bay Mare, three years old, bald face, with white hind legs, branded LW on off shoulder. If the above have been stolen, a reward of Ten Pounds will be paid upon the conviction of the offender or offenders; and, if strayed, a reward of One Pound each will be paid upon delivering, or for information which may lead to their recovery.
HUGH WALLACE.
Nithsdale, March 20. 5279

ROYAL CITY THEATRE,

MARKET-STREET.

TO LET, the City Theatre, with Scenery and Decorations complete, and in thorough repair. Apply to E. C. WEEKES, 380, George street. 5219

FURNISHED Apartments to Let, comprising sitting room, one, two, or three bed-rooms, with or without board and attendance, in the most eligible part of Sydney, and having an entire view of the harbour. Apply for address at the *Herald* Office. 5717

HOUSE AND EXTENSIVE SHOP.—TO BE LET, for a term or otherwise, the premises No. 577, GEORGE-STREET, many years in the occupation of Mr. William Hebblewhite, now of Captain Birkenshaw, opposite the *Herald* Office.
Possession on the 10th May next. Apply on the premises, or to the proprietor, Mr. T. Trood, Printer, King-street.
February 18. 3258

TO BE LET, those commodious offices, No. 555, George-street, lately occupied by G. C. Turner, Esq., and the Loan Company. Possession will be given immediately.
Also,
Those two dwelling houses in Hunter-street, with stable and outhouses detached, as at present occupied by Henry Armitage, Esq. and Mrs. Pearson. Possession of Mrs. Pearson's will be given on 9th proximo, and that of Mr. Armitage on 6th May next.
Apply to Mr. JOHN DAVIS, Harrington street, Church Hill, or to Dunsmure and Longmore, Bligh-street. 5161

TO BE LET, an Inn, together with the bar fixtures, and all furniture required in the business. It is situated in the very best part of the city, now in full trade, and doing an excellent business.
Immediate possession can be given.
None but principals treated with.
Further particulars can be obtained on application to WILLIAM LONG,
5625 426, George-street.

TO LET, part of a House, pleasantly situated about five minutes' walk from the Race Course; there is a sitting-room, bedroom, use of the kitchen, or a separate kitchen, and cellar, if required. To a respectable party, rent 7s. per week. For address apply at the *Herald* Office. 5699

TO LET, that large and commodious House and Premises known as "Kent House," situate at the corner of Kent and Bathurst streets, at present in the occupation of Mr. William Knight. The premises can be inspected between the hours of ten to four, and possession can be given on the 1st proximo. Apply, to Mr. Knight, on the premises, or to Mr. George Jilks, Bathurst-street.
Sydney, March 24. 5216

TO LET, that highly desirable and commodious Residence and Garden, situate in Elizabeth-street South, and at present occupied by Mr. Thomas Woolley. For further particulars and cards to view, apply to Mr. EDWARD SALAMON, Auctioneer and Agent, 446, George-street. 4157

TO LET, that handsome and commodious residence at the Glebe, Sydney, formerly occupied by the late John Betts, Esq., containing large and well finished drawing and dining rooms, spacious hall, numerous sleeping apartments, good cellarage, and offices, with nearly six acres of land in orchard, garden, and paddock. The whole premises have just been thoroughly repaired, and are now in first-rate order.
Apply to Mr. BURTON BRADLEY, solicitor, Elizabeth-street North 5715

TO LET, the commodious family Residence, and tastefully arranged garden and grounds, at the Glebe, recently occupied by R. J. Want, Esq. For full particulars and cards to view apply to Mr. EDWARD SALAMON, Auctioneer and Agent, 446, George-street.

TO LET, in the most pleasant and healthy part of Surry Hills, a comfortable Residence, containing five rooms, kitchen, and pantry, with yard, and well of water; Rent, £40 per annum. Apply at the premises, Hill's Buildings; or to Mr. W. Lumsdaine, 589, George-street, opposite the *Herald* Office. 5713

COTTAGES AT BALMAIN.—Families in search of a comfortable and genteel residence in a most cheerful and healthy situation, near the waterside, will do well to make early application for one of Mr. BLAKE's Cottages now vacant at Balmain. These premises abound in every conceivable accommodation that families (paying a moderate rent) look for. Apply at Mount Shamrock, Balmain. 5672

THE "North Inn," corner of Parramatta and Great North Roads, to let. Possession can be given on the 1st July next. For terms, &c., apply at Mr. S. LYONS's Auction Mart, 567, George-street. 4654

TO MARKET GARDENERS AND NEWLY ARRIVED IMMIGRANTS.—To Let, at Botany, adjoining the Sir Joseph Banks Hotel, several small Farms, from fifteen to twenty acres each, five miles from Sydney. The proprietor deems it useless to make any comment upon the excellency of the soil; it is well watered. For particulars apply to Mr. THOMAS KELLETT, Military Canteen; or, to HENRY MARTIN, on the ground.

MONTPELIER ESTATE, NEAR PICTON,

CONTAINING ONE THOUSAND ACRES, AND IMPROVEMENTS.

TENDERS will be received by the undersigned, from persons desirous of renting, from the 1st April next, the above valuable property.
JAMES ROBERTS,
5569 Bank of Australia Buildings.

CLAREVILLE, PUNCH BOWL ROAD.

TO BE LET, with immediate possession. The House contains six rooms, (built in 1828 by the late Mr. Justice Stephen,) fit for the occupation of a respectable family. There is a good kitchen, with laundry, stable, and gardener's room, and a large and excellent garden. The Farm consists of nearly 300 acres, substantially fenced, and bounded on two sides by a never-failing stream of good water. It is about nine miles from Sydney, and eleven from Liverpool. Rent moderate, to a respectable tenant. Or the property would be sold on reasonable terms. For particulars, and a plan of the Estate, apply to Mr. SAMUEL LYONS, George-street; to Mr. M. H. STEPHEN, at the Chief Justice's, Hyde Park; or to Messrs. ALLEN and SON, Elizabeth-street, The present tenant will show the premises.
5561

ILLAWARRA.—To Let, two hundred acres of excellent Land, situated in the beautiful district of Dapto, well suited for a dairy, having a never failing supply of water, and only a short distance from Wollongong. Apply to Mr. JEBBETT, Dapto. 5742

TO LET.—The estate of Dulwich, late in the occupation of James Glennie, Esq., situated on the Falbrook, about eight miles from Singleton, containing nearly 3000 acres, all fenced, and a considerable portion cleared, with a great extent of back run, and about three miles water frontage, with a never-failing supply of water. There is a good dwelling-house and offices in excellent order, a garden containing about fifteen acres, ten of which are vines of the best description, yielding about 3000 gallons of wine. There is also an unlimited supply of surface coal. The public pound is on the property. There are a number of respectable tenants occupying a small portion of the estate, paying a rental of about £140 per annum. This property will be found a delightful residence for a respectable family, only one mile from Camberwell Church. It is of great capability both for agricultural and grazing purposes. For particulars apply to D. STOLWORTHY, Esq., Singleton; or to
ALEXANDER FOTHERINGHAM,
5451 Sussex-street.

THE ROYAL HOTEL, GOULBURN.

TO LET, for a term of years, as may be agreed on. Security will be required for the rent. In consequence of the proprietor wishing to retire from business, and immediate possession can be given if required. For farther particulars see advertisement of *Sydney Morning Herald*, March 10th. All letters addressed to the proprietor must be pre-paid.
S. MOSES.
Goulburn, March 15. 482

A PRIVATE BOARDING HOUSE.

TO BE DISPOSED OF, the goodwill and furniture of a first-rate and most respectable Boarding House, in a good and central situation, with a highly respectable connexion. Letters (post-paid) addressed to E. M., *Herald* Office, will be attended to.

N.B.—The advertiser, in anticipation of early steam communication with India, has advertised the house in the India papers, and there can be no doubt that in a few months it will be a highly lucrative business. 5760

TO BE SOLD BY TENDER, the whole of the Drug and Chemical Establishment of Mr. G. F. Poole, situate 425, George-street; it is replete with everything requisite for carrying on a first-rate business.

For particulars apply on the premises.

N.B.—Tenders will be received until 12 o'clock on Monday next.

March 30. 5580

FOR SALE, the Farm of Geenong, Brisbane Water; a verandah cottage, consisting of five rooms; sixty acres of land, twenty-two cleared and fenced; an immense variety of fruit-trees, and never-failing fresh water; deep water frontage, and a splendid run. Further particulars may be learned from Mr. or Miss HOGAN, Parramatta-street.

WITHOUT RESERVE. 5580

SHEEP.

TO BE SOLD BY PRIVATE CONTRACT.

TEN THOUSAND SHEEP, warranted. They are running on a station, about one hundred miles from Brisbane Town, and are well placed for driving to any of the northern districts. A portion of cash will be required, but the remainder of the purchase money may remain at a credit, bearing eight per cent. interest to parties of respectability. Apply by letter (post paid) to Z Z., at the Office of the *Sydney Morning Herald*. 3072

PURE BRED MERINO RAMS.—For sale at Richlands, near Goulburn and at Nangus, near Gundagai, thorough bred rams of unmixed Merino blood. Application to be made at Richlands, to George Martyr, Esq.; and at Nangus to Mr. James Macdonald, the superintendents at the respective stations.

JAS. AND WM. MACARTHUR

Camden, 6th March. 4248

DR. JENNER.

ON SALE, the thorough-bred imported horse Dr. Jenner.

For pedigree, which cannot be better, and further particulars, apply to

MR. HENRY FERRIE,
Pitt-street,
Near the Theatre.

February 24. 3591

SALES BY AUCTION.

WITHOUT RESERVE.
SEVENTY-FIVE PACKAGES
OF
LONDON AND MANCHESTER GOODS.
MR. CHARLES NEWTON

HAS received instructions to sell by auction, at his Rooms,

THIS DAY, THE 1st APRIL,
At 11 o'clock,

The undermentioned splendid lot of really superior Drapery and Slops, all of which will positively be sold to the highest bidder. The goods are just landed, and are in beautiful order.

Ten cases handsome prints
Four cases small pattern plates
One case 6-4 navy blues
Six cases fancy alpacas
Two cases fancy Coburgs
Two cases plain Orleans
Two cases handsome de laines
Two cases handsome cashmere
Two cases fancy plaids, for children's dresses
One case gala plaids
Seven bales 36-inch white shirtings
Two bales Croydon dowlas
Three bales 9-8 white supers
Four bales 36-inch grey domestics
One bale 72 inch grey sheetings
One bale cotton handkerchiefs
One bale cotton tick
One bale Scotch twilled shirting
Two cases regatta shirts
Two cases superior white shirts, linen collars and fronts
One case white French stays
Two cases moleskin trousers
Two cases fancy buckskin trousers
One case black and drab cassimere trousers
One case cloth and satin vests
One case rich fancy satin vests
One cases gloves, assorted
One case cotton socks and caps
One case rough brown hollands
One case dressed hollands
One case white checked muslins
One case printed
One case artificial flowers
One case parasols assorted
One bale white counterpanes
One case Brooks' reel cotton, 200 yards
One case white cotton cord

TERMS:—
Under £50, cash; above £50, approved bills at three months. 5743

NOTICE.
TO DRAPERS.
MR. CHARLES NEWTON

BEGS to inform the Trade that the Sale will be continued

THIS DAY, THE 1st APRIL,
At his Rooms,

Commencing with—
Manchester goods
Fancy Alpacas
Ditto Coburgs
Ditto Orleans
Ditto delaines
Gala plaids
Fancy Cashmeres
French stays
Printed muslins
&c., &c., &c.

The above being for unreserved sale, intending purchasers will do well to be in early attendance. 5740

Superior assortment of Chandeliers, Hanging and Table Lamps, Shades, Chimneys, Cottons, Rockingham and Black Glazed Ware, Earthenware, assorted.

TO IRONMONGERS, EARTHENWARE DEALERS, AND OTHERS.

JOHN G. COHEN will sell by auction, at his Rooms, 490, George-street,

ON WEDNESDAY NEXT, APRIL 6TH,
At 11 o'clock precisely,

One case pedestal lacquered lamps, with diamond stand ruby shades
Japanned patent Victoria lamps, for burning fat or grease
One case pedestal ditto, Victoria heads
Patent Victoria hanging lamps
One case 1-6 light candle chandelier, richly painted
1-8 ditto foreign cornelian, richly painted
1-12 engraved glass
1-9 cornelian glass
12 japanned solar back lamps
One case, 3 lacquered 3-light shop lamps
Cottons, wicks, Victoria and sconce
36 tin cans for melting fat or grease
One case ——— chimneys, &c., for the above
Five cases 10-inch shades
Solar shades
Solar lamp chimneys
Seven cases cylinder, French, and solar chimneys
Rockingham teapots and jugs
Black glazed ditto ditto
Cream sugars and creams
Assorted earthenware
Dinner plates and cheese plates } Mulberry and flowing blue.
Dishes, assorted
Vegetable dishes
Cream jugs
Jugs, basins, and chambers
Peppers, mustards, and egg cups
Chambers, spittoons, milk bottles
Chamber sets
Pear jugs, tureens, and bowls
Willow, dinner, pie, and cheese plates
Cups and saucers, flowing blue and painted,
And a variety of other goods.

Terms at sale. 5766

TELESCOPES, POCKET GLASSES, BRIDLE BITS.

TO JEWELLERS, CAPTAINS, SADDLERS, AND OTHERS.

JOHN G. COHEN will sell by auction, at his Rooms, 490, George-street,

ON TUESDAY NEXT, APRL 5,
At 11 o'clock precisely,

1 Case telescopes, (day and night,) by Ashmore
1 Ditto ditto pocket glasses
1 Cask bridle bits.

Terms at sale. 5767

HOUSEHOLD FURNITURE, WEARING APPAREL, WATCHES, &c.

THIS MORNING,

On the Premises of Mr. Hill, 216, George-street, Brickfield-hill.

MR. W. G. MOORE

RESPECTFULLY begs to inform the public, that he has received instructions from Mr. Hill to sell, THIS MORNING, on the Premises,

A large assortment of Household Furniture
A large number of boxes and bundles of Wearing Apparel
Several Watches, Jewellery, &c.

Terms—Cash. 5764

WILL BE SOLD BY

MR. ARMSTRONG, at his Repository,

THIS DAY, 1st APRIL,
At 2 o'clock P.M.,
RAVENSWING,

Got by St. John (imported horse); dam by Whisker, out of a Model mare, five years old; 15½ hands high, jet black. He is a sure foal getter, and his stock are very superior.

Mr. A. has been further instructed to sell several useful hackneys and harness horses.

They will be at the Repository for inspection at nine o'clock in the morning. The qualifications of each horse will be written on their stall. 5579

CHOICE ASSORTMENT OF PERFUMERY,
HAIR, NAIL, AND TOOTH BRUSHES,

JUST RECEIVED, EX CHASELY,

MR. EDWARD SALAMON will sell by auction, at his Rooms, George-street, on

MONDAY NEXT, 3RD APRIL,
At 11 o'clock,

Three cases of most choice Perfumery, Brushes, &c., consisting of—

Bears'-grease, Circassian cream
Fancy soaps, essences
Eau de Cologne
Lavender and rose water
Tooth powder, pastiles
Silver-mounted scent bottles
Tooth, nail, hair, and clothes brushes, &c.

Terms at sale. 5748

A MOST FAVOURABLE OPPORTUNITY FOR INVESTMENT.
FIRST-RATE PROPERTY IN COLLEGE-STREET, HYDE PARK.

BY ORDER OF THE MORTGAGEES.

MR. EDWARD SALAMON is instructed to sell by public auction, at his Rooms, George-street, on

MONDAY, 3RD APRIL,
At 12 o'clock,

All that piece or parcel of land, situate in the parish of Saint Lawrence, in the city of Sydney, in the county of Cumberland, and colony of New South Wales: bounded on the north by Francis-street, commencing at the junction thereof with College-street, and bearing by compass east three degrees north eighty-six feet from the west side of the present brick wall to a reserved lane fourteen feet wide; on the east by the reserved lane bearing by compass south three degrees east thirty feet; on the south by a line bearing west three degrees south eighty-six feet to the west side of the brick wall aforesaid in College-street; and on the west by College-street, bearing north three degrees west thirty feet to the commencing corner. Together with the brick-built dwelling-house lately erected thereon, and all other houses, out-houses, buildings, ways, waters, rights, members, and appurtenances thereunto belonging.

THE HOUSE,

which is most substantially built, consists of nine convenient sized rooms, three-stall stable, coach-house, and offices, and has a lower and upper verandah, both back and front.

THE SITUATION

for a private dwelling is certainly the most desirable in the city, with reference either to its acknowledged salubrity, or to its advantageous and central position.

For further particulars apply at the office of the auctioneer.

Terms at sale. 5746

TO IRONMONGERS, COUNTRY STOREKEEPERS, TRADERS TO THE NEIGHBOURING COLONIES, &c.

EXTENSIVE AND VARIED SALE OF HARDWARE, FANCY GOODS, &C.

Without any reserve.

MR. EDWARD SALAMON will sell by auction, at his Rooms, George-street, on

TUESDAY, APRIL 4TH,
At eleven o'clock,

One case containing—
German silver guard chains
Albata pencil cases
Plated earrings, rings, brooches, and pins
Fancy rings, brooches, &c.
Toy watches
Table bells
Dressing, side, and pocket combs
German silver watches
Reel cotton stands
Fancy beads, &c.
Three cases japanned trays, waiters, bread-baskets
Two cases green pierced fenders
One case curry combs and tin teapots
One case tin and japanned chamber candlesticks
One case brass pillar and chamber candlesticks
One case tin plates, iron tea and table spoons &c.
Three cases Britannia metal teapots, candlesticks, &c.
Two cases German silver candlesticks, table and tea spoons
One case dressing cases, hair pins, &c.
One case British plate looking glasses, 9 x 7, 10 x 8, 12 x 8
One case assorted bellows
One case shoe and four hole awls
One case papier maché tables
Japanned tea caddies
Bugle necklaces
Gilt framed dressing glasses, &c., &c.

Terms at sale. 5747

TO GROCERS, COUNTRY STOREKEEPERS, DEALERS, &c.

Stock-in-Trade, Fixtures, Utensils, Spring Cart, Horse, Harness, &c., of Mr. P. J. Creagh, Pitt-street, Grocer, &c.

MR. EDWARD SALAMON has received instructions to sell by auction, on the premises,

ON FRIDAY NEXT, APRIL 7TH,
At eleven o'clock,

The entire Stock in Trade, Fixtures, &c., consisting of
Pickles, sauces, mustards
Tea, coffee, sugar
Tobacco, cigars
Rock, Liverpool, and basket salt
Saltpetre, starch, blue
Bottled fruits, jams, and jellies
Raisins, almonds, French plums
Spices, curry powder, salad oil
Salt fish, herrings, and fresh salmon
Together with the usual assortment, comprising the general Grocery Stock.

ALSO,
Beam and counter scales and weights
Measures and other utensils
Shop fixtures, gas metre and fittings
Spring cart, horse, harness, &c., &c.

Terms at sale. 5719

ENGLISH CHAIRS,

JUST LANDED.

MR. R. FAWCETT

WILL sell by public auction, at his Commercial Sale Rooms, George-street, on

MONDAY, 3RD APRIL,
At 11 o'clock precisely,

8 Crates English chairs, just landed, and different patterns.

Terms at sale. 5692

Buckles, Spectacles, Reading Glasses, Silver Thimbles, Writing Desks, Tea Caddies, Bells, Steel Pens, Dolls, Combs, Braces.

MR. R. FAWCETT

WILL sell by public auction, at his Commercial Sale Rooms, George-street, on

MONDAY, 3RD APRIL,
At 11 o'clock precisely,

1 Case buckles, plated, assorted sizes
1 Case spectacles, reading glasses, and silver thimbles
1 Case writing desks, tea caddies, and hand bells
1 Case steel pens, combs, and braces
1 Cask dolls, assorted sizes

Terms at sale. 5695

UNAVOIDABLY POSTPONED UNTIL
THIS DAY, SATURDAY, 1st APRIL,
SUPERIOR MILCH COWS.

IN LOTS TO SUIT PRIVATE FAMILIES,

MR. MORT

Will sell by public auction, at the Cattle Market,

THIS DAY, SATURDAY, 1st APRIL,
At ten o'clock precisely,

TWELVE very superior Milch Cows, all in full milk, broken in to bail, and perfectly quiet, and all very recently calved.

☞ This is a very superior lot, and well worthy the attention of milkmen and private families. 5754

PATENT MANGLE, BLACKSMITH'S FORGE, NAIL ROD, ROUND AND SQUARE, SHOWER BATH, IRON BEDSTEAD.

MR. MORT

Will sell by public auction, at his Rooms, George-street,

THIS DAY, SATURDAY, 1st APRIL,
At Eleven o'clock,

ONE PATENT MANGLE
1 blacksmith's forge
20 bundles nail rod iron
31 ditto ½ and ¾ inch round and square iron
8 guns
1 cask box and tillys
4 door scrapers
1 iron bedstead
1 plate rack
1 shower bath
7 casks nails
1 bale candlewick
30 cart boxes
1 bale twine

Terms—Cash. 5756

PATENT MANGLE, AND SHOWER BATH.

MR. MORT

Will sell by public auction, at his Rooms, George-street,

THIS DAY, SATURDAY, 1st APRIL,
At Eleven o'clock,

ONE Portable Shower Bath, with pump complete

One Barnard and Jay's Patent Mangle. This mangle may be very easily converted into a Saddler's Printing Press.

Terms—Cash. 5752

BEEF HAMS, CHEESE, BUTTER, AND WHITE HERRINGS.

MR. MORT

Will sell by public auction, at his Rooms, George-street,

THIS DAY, SATURDAY, 1st APRIL,
At half-past Eleven o'clock,

1 TON COLONIAL CHEESE
12 kegs butter
3 casks beef hams
9 barrels white herrings.

Terms—Cash. 5751

KANGAROO SKINS.

MR. MORT

Will sell by public auction, at his Rooms, George-street,

THIS DAY, APRIL 1,
At half-past eleven,

15 DOZEN Dressed Kangaroo Skins.

Terms—Cash. 5557

SATURDAY'S USUAL PRODUCE SALE.

WOOL, TALLOW, HIDES, AND SHEEPSKINS,

MR. MORT

Will sell by auction, at his Rooms, George-street,

THIS DAY, SATURDAY, APRIL 1,
At 12 o'clock,

83 BALES FLEECE WOOL
5 Tons tallow, Hamilton's brand
9 Casks tallow, M'Leay River Boiling Establishment
678 Sheepskins
87 Salted hides

Terms—Cash. 5758

PROMISING YOUNG HORSE STOCK FRESH FROM THE COUNTRY.

MR. MORT

Will sell by public auction, at the Cattle Market,

THIS DAY, SATURDAY, APRIL 1,
At half-past 2 o'clock,

16 PROMISING young Colts and Fillies—fresh from the country.

Terms—Cash. 5755

SIX CAPITAL ALLOTMENTS,

ON THE MOST VALUABLE POSITION OF CHIPPENDALE.

MR. MORT

Will sell by auction,

ON THE GROUND,

ON MONDAY, 3RD APRIL,
At twelve o'clock precisely,

THE FOLLOWING ALLOTMENTS, being the remainder of Mr. M'SWEENY's well-known property, and which will be sold

WITHOUT RESERVE.

1 Allotment, having a frontage of 18 feet to Cleveland-street, by a depth of 66 feet.
1 Allotment, having a frontage of 18 feet to Cleveland-street, by a depth of 70 feet.
1 Corner allotment, having a frontage of 18 feet to Cleveland-street, by a depth of 66 feet frontage to Dale-street.
1 Allotment, having a frontage of 18 feet to Cleveland-street, by a depth of 66 feet.
1 Allotment, having a frontage of 18 feet to Cleveland-street, by a depth of 66 feet.
1 Allotment, having a frontage of 18 feet to Cleveland-street, by a depth of 70 feet.

—

6 Allotments.

As these allotments are for POSITIVE SALE to the highest bidder, the sale is well worthy of the attention of parties desirous of procuring valuable properties in this healthy and flourishing township, and have all of them back entrances. They are close to the Church, which is now in course of erection, and in a most advantageous position as regards access to George-street, and the Newtown Road.

TERMS:—25 per cent. cash deposit, and the residue by bills at three and six months date from day of sale, without interest, but with security on the property, if required. 5756

CEDAR.

JUST LANDING,

At the Wharf of Messrs. J. Inder and Co.

MR. MORT

Will sell by auction, at the wharf of Messrs. Jacob Inder and Co., Darling Harbour,

ON TUESDAY, 4TH APRIL,
At half-past ten o'clock,

22,000 FEET of Prime Cedar, just landed.

No reserve.

Terms cash. 5760

PARIS SILK HATS.

JUST LANDED.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart, 474, George-street,

ON MONDAY NEXT,
At 11 o'clock,

TWO CASES OF FASHIONABLE PARIS SILK HATS.

Terms at sale. 5664

SOFT GOODS, CLOTHING, &c.,

JUST LANDED FROM THE CHINA.

MR. GEORGE A. LLOYD

Has received instructions from the importer, to sell by auction, at the City Mart, 474, George-street,

ON MONDAY NEXT,
At 11 o'clock,

WITHOUT ANY RESERVE,

THE remaining portion of an invoice of Clothing, Slops, &c., put up by a first-rate London house—it consists of—

1 Case brown holland blouses
Cream-coloured blouses
1 Case black cloth frock coats
Black silk frock coats
Blue crape frock coats
Light and dark plaid challi vests
Plaid satin vests
Light and dark check silk vests
Valencia vests
Blue crape jackets
1 Case pea jackets
Flushing trousers
&c., &c.
1 Bale canvas jackets
Canvas jumpers
Duck trousers
&c. &c.

Terms at sale. 5665

SATURDAY, 1st APRIL.
CHRONOMETERS, &c.

For the benefit of whom it may concern.

MR. SAMUEL LYONS will sell by auction, at his Mart,

THIS DAY, 1st APRIL,
At 11 o'clock,

For the Benefit of whom it may concern,

Two Chronometers, saved from the wreck of the brig Sarah, at the Island of Leefoo.

After which,—

One Ship's Barometer, by "Cetta," London.

Terms at sale. 5570

THIS DAY, 1st APRIL.
BILLIARD TABLE AND BILLIARD CLOTHS.

MR. SAMUEL LYONS

Will sell by auction, at his Mart,

THIS DAY, 1st APRIL,
At 11 o'clock,

ONE BILLIARD TABLE, and Two superfine Billiard Cloths.

Terms at sale. 5700

MONDAY, 3RD APRIL.
TO PUBLICANS, WINE MERCHANTS, STOREKEEPERS, AND OTHERS.

MR. SAMUEL LYONS will sell by auction, at the stores of Messrs. Lyall, Scott, and Co., 489, George-street, on

MONDAY, 3RD APRIL,
At eleven o'clock,

50 Hogsheads Barclay and Perkins' ale } Just landed.
50 Hogsheads Barclay and Perkins' stout } Just landed.
20 Hogsheads } Tarragona.
17 Quarter-casks } Tarragona.
Wine and beer corks, bottling wax, &c., &c.

WEDNESDAY, 5TH APRIL.
HIGHLY VALUABLE BUSINESS PREMISES,

IN THE TOWN OF MARULAN,

KNOWN AS

THE GOLDEN FLEECE INN.

FOR SALE BY AUCTION, BY MR. LYONS,

At his Mart,

ON WEDNESDAY, 5TH APRIL,
At 11 o'clock precisely,
Without reserve.

Mr. LYONS has been favoured with the following description of the property:

THE GOLDEN FLEECE INN

Is the first house of business when you enter MARULAN from Sydney; it is occupied by Mr. James Dwyer, at a rental of £75 per annum, and is now in full trade.

It contains twelve spacious rooms, suitable for the accommodation of all classes of travellers; has a detached kitchen, and extensive flagged stabling, a coach-house, and hay shed; a substantial stock-yard, and an excellent garden.

The house is verandahed, and the whole frontage flagged in a superior manner; in fact, the premises are provided with every convenience, and are in thorough repair.

The ground occupied by the above is nearly an acre in extent, being allotments Nos. 5 and 6 of section 6, as originally laid out, and having the undeniable advantages of

TWO FRONTAGES.

_ The commanding position of the above property, the substantial and excellent manner in which the premises have been erected, and the lucrative trade with which the "Golden Fleece Inn" has ever been favoured, justify the auctioneer in recommending parties in want of Valuable Freehold Country Property, with a ready money business attached, to profit by the opportunity now given them of possessing the same upon easy terms,—the rent being receivable from the day of sale.

TERMS:

Twenty-five per cent. cash deposit; the residue by approved bills at three, six, and nine months, dated from day of sale, and bearing six per cent. interest, with security on the property if required.

Title—Unexceptionable. 5221

WEDNESDAY 5TH APRIL.
VALUABLE LANDED PROPERTIES,

CONSISTING OF FARMS FROM
50 TO 1200 ACRES, IN THE BEST DISTRICTS OF THE COLONY.

MR. SAMUEL LYONS will sell by auction, at his Mart, on

WEDNESDAY, 5TH APRIL,
At 11 o'clock,

The following valuable landed properties in the counties of

Macquarie, Brisbane, Northumberland, Wellington, and Durham, viz.:—

1096 Acres, county of Macquarie, near Ballanyard, on the Wilson's River.
701 Acres, county of Brisbane, parish of Park.
1280 Acres, county of Northumberland, parish of Stanford.
640 Acres, county of Wellington, near Mulloody.
926 Acres, county of Durham, parish of Barford and Bingal, near Paterson's River. This property adjoins Mr. Cory's 640 acres, on which valuable copper ore has been discovered.
54 Acres and 2 roods, at Newcastle, county of Northumberland, being three allotments on Throsby Creek.

Also,
12 Town allotments at Port Macquarie.
2 Town allotments at Maitland.
1 Town allotment at Berrima.

☞ The above 16 town allotments will all be put up in one lot.

Terms at sale.

_ Plans and descriptions of the properties may be seen at the mart of the auctioneer.

THURSDAY, 6TH APRIL.
TO WINE MERCHANTS, PRIVATE FAMILIES, &c.
SUPERIOR SHERRY AND FINE FLAVOURED RUM.

MR. SAMUEL LYONS will sell by auction, at his Mart,

ON THURSDAY, 6TH APRIL,
At 11 o'clock,

A batch of very superior sherry, just landed, consisting of—
10 Pipes
9 Hogsheads
8 Quarter-casks.
AND
10 Hogsheads fine flavoured rum
In lots to suit purchasers,

Terms at sale. 5448

WEDNESDAY, 5TH APRIL.
IN THE INSOLVENT ESTATE OF L. DUGUID.

LAND AT COOK'S RIVER, TOWN ALLOTMENTS AT MUDGEE, KIAMA, YASS, RAYMOND TERRACE, NEWCASTLE, SINGLETON, LOCHINVAR.

320 ACRES AT BLAIR DUGUID
609 HEAD OF CATTLE,
420 SHEEP, AND
A SHARE IN A LEGACY OF £1000.

TO BE SOLD BY AUCTION,

BY

MR. S. LYONS,

At his Mart,

ON WEDNESDAY, 5TH APRIL,
At 11 o'clock precisely,
By Order of the Official Assignee.

FIVE ACRES OF LAND, adjoining Mr. Duguid's house at NEWTOWN, COOK'S RIVER, laid out as pleasure ground, with grass plots and shrubberies.

FIVE ALLOTMENTS IN THE TOWN OF MUDGEE, parish of Mudgee, County of Wellington, viz.:—No. 5, 6, 7, and 9, of section No. 13, each containing
2 ROODS, 19 PERCHES,
No. 10, of section No. 13, containing
2 ROODS, 10 PERCHES,
Grant by purchase to Leslie Duguid, dated 8th April, 1840.

FIVE ALLOTMENTS IN THE TOWN OF KIAMA, parish of Kiama, county of Camden, viz.:—No. 4, 16, and 17, of section No. 2, each containing
2 ROODS,
No. 8 and 9, of section No. 7, each containing
2 ROODS.
Grant by purchase to Leslie Duguid, dated 19th August, 1840.

ONE ALLOTMENT IN THE TOWN OF YASS, parish of Yass, county of Murray, viz.:—No. 60, of section No. 20, containing
2 ROODS,
Grant by purchase to Leslie Duguid, dated 8th April, 1840.

ONE ALLOTMENT IN THE TOWN OF RAYMOND TERRACE, parish of Eldon, county of Gloucester, viz.:—No. 3, of section 5, containing
27 PERCHES.
Grant by purchase to Leslie Duguid, dated 8th April, 1840.

TWO ALLOTMENTS IN THE TOWN OF NEWCASTLE, parish of Newcastle, county of Northumberland, viz.:—
No. 208, containing 25 perches
No. 209, ditto, 24 ditto.
With deep water frontage.
Grant by purchase to Samuel Lyons, dated 8th February, 1838.

ONE ALLOTMENT IN THE TOWN OF NEWCASTLE, bounded by Dr. Wilton's.

FOUR ALLOTMENTS IN THE TOWN OF SINGLETON, parish of Whittingham, county of Northumberland, viz.—
No. 145 and 146, on the north side of William-street, and two allotments in continuation of the above on the south side of Hunter-street, but not numbered in the plan.

SIX ALLOTMENTS OF LOCHINVAR, NEAR MAITLAND,
Nos. 22, 23, 24, 72, 73, and 74.

320 ACRES AT BLAIR DUGUID.

500 HEAD OF CATTLE, with increase, running at Glendon and the Mooki.

109 HEAD OF CATTLE, more or less, running at the River Severn under charge of W. C. Hetherington, Esq.; Calves under six months given in.

420 SHEEP, with increase, depasturing at Mr. Rodd's Station, Wollombi.

All right, title, and interest of the Insolvent to an undivided share of one-sixth in a Legacy of £1000 invested in the colony, and payable on the death of an old lady above sixty, particulars of which may be learnt on application to Messrs. Carr and Owen,

Terms at sale.

☞ A Plan of Lochinvar is on view at the Mart. 4775

WEDNESDAY, 5TH APRIL.

IN THE INSOLVENT ESTATE OF H. MACDERMOTT.

100 Acres at Wollongong, Allotments of the Village of Petersham, Land in Goulburn-street and Market Lane, Sydney; 6 Allotments in the Town of Yass, 2 Allotments in the Town of Berrima, 60 Acre Farm at Mangrove Creek, a Town Allotment in Windsor, Book Debts, &c.

TO BE SOLD BY AUCTION,

BY

MR. LYONS,

AT HIS MART,

ON WEDNESDAY, 5TH APRIL,
At 11 o'clock precisely,

BY ORDER OF THE OFFICIAL ASSIGNEE.

No. 1.

CAMDEN, 100 acres: All that piece or parcel of land, containing by admeasurement 100 acres, be the same more or less, situated in the parish of ——, in the county of Camden, and in the colony aforesaid, near the head of the Macquarie Rivulet, Illawarra, commencing on the Macquarie Rivulet at a marked gum-tree, being the west corner of John Terry Hughes' grant of 1280 acres; and bounded on the east by a line bearing south 22 chains; on the south by a line bearing west 25 chains; on the west by a line bearing north 30 chains, to the Macquarie Rivulet; and on the north by that rivulet to the marked gum-tree aforesaid; being the land sold as lot 33, in pursuance of the advertisement of 10th September, 1838, and conveyed by the Crown to the said John Terry Hughes, by a grant bearing date on the 16th day of February, A.D., 1839; and being lot 34; sold by S. Lyons, at public auction, on 4th January, 1847.

No. 2.

THE UNSOLD PORTION OF THE VILLAGE OF PETERSHAM.

No. 3.

All those 4½ PERCHES of Land, situate in the parish of St. Lawrence, in the county of Cumberland, bounded on the NORTH by the south side of GOULBURN-STREET 38 feet, on the EAST by the west side of MARKET-LANE 69 feet, on the SOUTH by a reserved road of 9 feet in breath 23 feet 6 inches, and on the WEST by a north-westerly line of 55 feet 6 inches to the commencing corner, and which said land was by a certain deed, poll, or instrument in writing, under the hand of His Excellency Lieutenant-General Ralph Darling, Governor of the said colony, dated the 19th day of October, A.D., 1831, given and granted unto John Mackaness, Esq.

No. 4.

SIX ALLOTMENTS IN THE TOWN OF YASS, County of Murray,

VIZ.:—

No. 2, 3, 4, 14, and 19, of section 1, each containing 2 ROODS, and No. 12 of section 4 containing

1 ROOD AND 27 PERCHES.

The above six allotments are all grants by purchase to Henry Macdermott, dated 29th May, 1839.

No. 5.

TWO ALLOTMENTS IN THE TOWN OF BERRIMA,

Parish of Berrima, county of Camden.

VIZ.:—

No. 6 of section No. 12, containing
1 ROOD AND 25 PERCHES.
No. 12 of section No. 12, containing
2 ROODS.

The above two allotments are grants by purchase to Richard Brownlow and Henry Macdermott, dated 8th February, 1836.

No. 6.

60 ACRE FARM, AT MANGROVE CREEK.

No. 7.

A TOWN ALLOTMENT IN WINDSOR.

No. 8.

BOOK DEBTS, AS PER LIST.

Terms at sale.

☞ For further particulars apply to the auctioneer. 4771

HORSES,
MARES, &c.

BY AUCTION.

MR. STEWART will sell by auction, at his Stables, in York-street,

THIS DAY,
At eleven o'clock,

VARIOUS HORSES, about fourteen in number, fit for nearly all purposes; gig, saddle, dray, and journey horses.

Also,

A good second-hand GIG. 5762

TO SHOPKEEPERS, DEALERS, AND OTHERS.

MR. SAMUEL SOLOMONS will sell by auction, at his Rooms, 26, Hunter-street, on

MONDAY, 3RD APRIL,
At 11 o'clock,

Superior hair brushes, writing desks, ladies' dressing cases, draught boards, work-boxes, gentlemen's dressing cases, China vases, fancy baskets (assorted), Dutch clocks, surtout coats, velvet vests, military uniforms, register stoves, fire irons, watch keys, padlocks, brass candlesticks, British theatres, &c., &c. 5736

SATURDAY'S SALE.

MR. STUBBS will sell by auction at the Mart, King-street,

THIS DAY, SATURDAY, 1st APRIL,

An excellent assortment of Household Furniture, consisting of,—

Horse-hair and other sofas, horse-hair and other chairs, chests of drawers, washhand stands, tables, sideboards, Chinese stools and tables, calf-skins, ironmongery, cutlery, copper ware, &c.

Also,—
One English-built Gig
Horses, &c.

Terms at sale. 5735

TO BE SOLD A BARGAIN.

ON MONDAY, 3RD APRIL, 1848.

IN THE TOWNSHIP OF DUNGOG,

SHOP AND STORES FITTED UP WITH CEDAR COUNTERS, DRAWERS, AND SHELVING, &c.,

OPPOSITE THE COURT HOUSE.

MR. STUBBS is instructed by the proprietor to sell by public auction,

ON MONDAY, 3RD APRIL,
At the Mart, King-street,
At twelve o'clock precisely,

All those the House and Premises, now in the possession of Mr. Stephen Dark, situate in the township of Dungog, being a corner allotment opposite the Court House, and a first-rate stand for a general business. Present rent £15 per annum.

Terms—Cash, to the highest bidder.

For further particulars as to the internal economy, the number and convenience of the rooms and store, apply at the Mart, King-street. 4540

THE WOOLPACK INN, MARULAN.

FOR POSITIVE SALE, WITHOUT RESERVE.

BY ORDER OF THE MORTGAGEE.

MR. STUBBS has received positive instructions to sell by public auction, at the Mart, King-street, on

WEDNESDAY, THE 12TH DAY OF APRIL,
At 12 o'clock precisely,
Without the least reserve,

All those well-known Established Premises,

THE WOOLPACK INN,

Now in Full Trade, at Marulan.

This property includes four allotments of land, containing by admeasurement TWO ACRES, situated in the town and parish of Marulan, county of Argyle, being Nos. 1, 2, 3, and 4 of section No. 1, having a frontage to the Great South Road, leading to and from Bungonia, Goulburn, Yass, and Port Phillip, of 264 feet by 330 feet in depth.

On it is erected those Excellent Premises

THE WOOLPACK INN,

Formerly leased to Mr. George Weakly, at £170 per annum; now occupied by Mr. Joseph Peters. It contains sixteen pleasant rooms, adapted to all descriptions of visitors; store-room, kitchen, and extensive stabling. The whole very recently, and at considerable expense, underwent a thorough repair—making this property well worthy the attention of speculators, or parties wishing to embark their capital in a flourishing ready-money business of great profit, Marulan being one of the most rising towns in the colony.

Title—

Grants from the Crown by purchase.

Terms—

Twenty-five per cent. cash deposit; the residue of the purchase-money to be paid by the purchaser's promissory notes at 6, 12, and 18 months, to be secured upon the property, bearing eight per cent. interest per annum; bills to be dated from the day of sale.

For further particulars apply to Messrs. Allen and Son, Elizabeth-street, solicitors; to the Mortgagee; or at the office of the Auctioneer 4059

POSTPONED

AT THE REQUEST OF THE WORKING CLASSES UNTIL WEDNESDAY, THE 12TH APRIL, 1848

At 12 o'clock precisely,
At the Mart, King-street.

GREAT SALE OF BUILDING GROUND,

ON THE CITY ROAD, NEWTOWN.

Adjoining Morvale House, and in the vicinity of Linthorpe, the beautiful seat of R. M. Robey, Esq., and Enmore, the property of the Right Worshipful the Mayor.

TERMS:—

Liberal, and of twenty per cent. cash deposit, and the residue by the working men's bills, at three, six, nine, and twelve months, without interest.

MR. STUBBS exercises the pleasing duty of announcing to the working and other classes of the community, that he will sell by public auction, on

WEDNESDAY, 12TH APRIL,
At the Mart, King-street,
At 12 o'clock precisely,

29 Building Allotments, fronting the City on the Newtown Road, centrally situated, and resting in the midst of a large, populous, and greatly improving part of Newtown.

Also,

80 Allotments, adjoining Morvale House, the property of Mr. Donahoe.

The mechanics and industrious classes are again reminded of the advantage of buying Freehold Property, whilst it is to be had cheap.

They have only to look at the thousands of their fellow-men well off solely from having pursued these means, and who have conduced to swell out the population of Sydney and its environs to the extraordinary bulk of

50,000 SOULS.

☞ Houses of a moderate description are required daily in this part of the town.

Title—Grant from the Crown. 4933

IMPORTANT AUCTION

OF

THE FINE FAST-SAILING NEW SHIP MAZEPPA,

NOW DISCHARGING AT DELOITTE'S WHARF.

MR. STUBBS is favoured with instructions to sell by public auction, at the Mart, King-street,

ON WEDNESDAY, 25TH APRIL,
At 12 o'clock precisely,

THE FINE NEW SHIP MAZEPPA,
164 TONS REGISTER.

She was moulded and built by that eminent ship builder, Mr. Lowe, of William's River, in 1846, for the late Captain Milne—she is coppered and copper fastened, every section of her hull is as perfect as the day she was launched—her standing and running rigging in first-rate, order—fall found in her ground tier tackle, and can be sent to sea immediately.

She has been fitted with a suit of sails, and is well found in every other respect.

☞ Just arrived from Adelaide with 190 tons merchandise.

Terms liberal, made known at the sale.

Inventory of her stores to be seen at the Mart. 5674

A DESIRABLE PROPERTY, AND CAPITAL PLACE FOR BUSINESS.

AT KIAMA, IN THE FERTILE AND RISING DISTRICT OF ILLAWARRA.

MR. STUBBS is instructed to sell by auction, at the Mart, King-street, on

WEDNESDAY, 12TH APRIL, 1848,
Immediately after the sale of the
CITY ROAD ALLOTMENTS.

All that Allotment of Land, in the township of Kiama, being allotment No. 13 of section No. 4, bounded by Bong Bong-street, containing

HALF AN ACRE,

(Securely fenced in by a new four rail-fence) on which is just completed an excellent residence occupying an area of

40 FEET BY 20 FEET.

Divided into three large rooms below, with an attic capable of being divided into three or four good rooms. The House is built on a stone foundation.

It is sold in consequence of the Proprietor returning to Europe.

TERMS:—One-half cash, and the residue by approved bills at three and six months. 5468

MAGNIFICENT AND EXTENSIVE PREMISES,

SITUATED IN THE MERCANTILE TOWN OF WEST MAITLAND,

AND KNOWN AS THE

STORES OF J. RICKARDS, ESQ.,

MR. JEREMIAH LEDSAM has been honoured with instructions from Edward Knox, Esq., Managing Director of the Commercial Bank, Sydney, to sell by public auction, at the "Northumberland Hotel," on

TUESDAY, THE 4TH DAY OF APRIL,
At one o'clock P.M.,

(If not previously disposed of by private contract).

All that PIECE or PARCEL of LAND, situated in the "mercantile" town of West Maitland, having a frontage to High-street of 70 feet, with a depth of 490 feet, be the same more or less; on which is erected the magnificent and extensive STORES at present occupied by J. Rickards, Esq.

The premises display a masterly style of architecture, the main edifice being of wrought stone, abutting on which is a splendid pile of Brick Building, constituting the longitudinal measurement of the establishment 125 feet, the extent of which has a grand and prepossessing appearance.

GROUND FLOOR.

1 Splendid Shop, 30 feet by 22 feet } Height of ceiling 11 feet
1 Ware Room, 18 feet by 22 feet } Height of ceiling 11 feet
1 Show Room, 27 feet by 20 feet } Height 23 feet.
And illuminated by Sky-light
1 Store Room, 50 feet by 20 feet.

SECOND STORY.

1 Drawing Room, 27 feet by 18 feet 6 inches
1 Front Bed Room, 18 feet by 10 feet
1 Side Bed Room, 10 feet square
1 End Bed Room, 16 feet by 12 feet
1 End Bed Room, 15 feet by 7 feet 6 inches
Lobby, 16 feet by 5 feet
Hall, 45 feet by 4 feet 9 inches

A Brick-built KITCHEN, measuring 22 feet by 14 feet 6 inches; height about 23 feet; floor flagged; the upper story being the servants' room.

On the rear of the premises are erected a five-stalled Stable, Straw-house, and Cart-shed.

TITLE UNEXCEPTIONABLE.

TERMS:—25 per cent. cash deposit on the fall of the hammer, the residue by bills at 3, 6, 9, and 12 months (without interest), with security on the property if required.

Mr. Ledsam respectfully invites the special attention of the commercial community, and the public generally, to the sale now advertised: a more splendid property has seldom been offered to public competition in the district of the Hunter.

Should a private offer be made for the property prior to the day of sale, the same might be made matter for special arrangement. 5554

OLD ESTABLISHED PREMISES IN ACTIVE TRADE.

THE "QUEEN'S ARMS" INN,

SITUATE HIGH-STREET, WEST MAITLAND.

MR. JEREMIAH LEDSAM has been honoured with instructions from Edward Knox, Esq., Managing Director of the Commercial Bank, Sydney, to sell by public auction, at the Northumberland Hotel, West Maitland,

ON TUESDAY, THE 4TH DAY OF APRIL,
At One o'clock P.M.,

(If not previously disposed of by Private Contract.)

All that PIECE or PARCEL of LAND, situate in the important, flourishing, and mercantile

TOWN OF WEST MAITLAND,

having a frontage to High-street of 70 feet, with a depth of 608 feet, be the same more or less. On which is erected

THE OLD ESTABLISHED PREMISES KNOWN AS THE

"QUEEN'S ARMS INN,"

and conducted during the last ten years by the present lessee, Mr. James Young, Licensed Victualler.

The Inn is a ligneous building, and exhibits an extensive, respectable external appearance, and contains the following well finished compartments, so neat in their appearance as to render the interior highly comfortable.

GROUND FLOOR.

1	Tap-room,	21 ft.	by 15 ft. 9 in.
1	Bar-room,	10 ft.	by 10 ft.
1	Store-room,	13 ft. 6 in.	by 10 ft.
1	Back parlour,	19 ft.	by 10 ft.
1	Back parlour,	9 ft. 6 in.	by 10 ft.
1	Bed-room,	9 ft. 6 in.	by 10 ft.
1	Front parlour,	15 ft. 6 in.	by 13 ft. 6 in.
2	Bed-rooms, ea.	9 ft. 6 in.	by 10 ft.
	Hall,	13 ft. 6 in.	by 6 ft. 6 in.

SECOND STORY.

1 Front Sitting Room, 21 ft. by 15 ft. 9in.
2 Bed Rooms, each, 7 ft. 9 in. by 10 ft.

Twelve Rooms

Kitchen, 14 feet by 14 feet

Abutting thereon is a large brick building, containing—
1 Laundry, 14 feet by 14 feet.
1 Bakehouse, 24 feet 6 inches by 14 feet.

Also,

A 3-stalled Stable, 2 boxes

TITLE UNEXCEPTIONABLE.

TERMS:—25 per cent. cash deposit on the fall of the hammer; the residue by bills at three, six, nine, and twelve months (without interest); with security on the property if required.

Mr. Ledsam respectfully invites the special attention of the public to the incalculably valuable property now advertised. The site on which these important and extensive premises are erected commands a splendid frontage to High-street of 70 feet, with the amazing depth of 608 feet, and from its local situation being proximate to, and in the centre of, some of the leading mercantile establishments in the town, may warrant the conclusion that the *experience* of the present lessee has been realised by the accumulation of a fortune.

Should a private offer be made for the property prior to the day of sale, the terms might be made a matter for special arrangement. 5315

IN THE SUPREME COURT.

Sheriff's Office, Sydney,
March 30, 1848.

The Attorney-General v. Buckland.
Others v. Same.

ON Monday, 3rd April next, at noon, at the residence of defendant, Victoria-street North, Woolloomooloo, the Sheriff will cause to be sold a quantity of Household Furniture, &c., unless these executions are previously satisfied.

CORNELIUS PROUT,
5462 Under Sheriff.

Printed and Published by CHARLES KEMP *and* JOHN FAIRFAX, *at the Morning Herald Printing Office, Lower George-street, Sydney, New South Wales, Saturday, April 1, 1848.*

Supplement
TO THE
SYDNEY MORNING HERALD.

SATURDAY, APRIL 1, 1848.

LAW INTELLIGENCE.

SUPREME COURT.—TUESDAY.

BEFORE His Honor Mr. Justice DICKINSON and a Special Jury of twelve.

GRAHAM (EXECUTOR) v. BARKER AND NORTON. (FOURTH DAY).

Mr. Lyall (foreman) said, he had been instructed by the Jury to draw the attention of the Court to the serious loss which occurred to the jurymen from being detained day after day, and to state that they considered they were entitled to some remuneration.

Mr. Justice DICKINSON said, that it was a matter over which he had no controul, but if the solicitors of the parties agreed upon any sum to be given to the Jury, he could see no objection to it: he believed this course was adopted in the Bank case.

It was intimated that some arrangement would be made by the solicitors.

Mr. Want produced a deed for two hundred acres, which he had received since he gave his evidence, and which was the portion of land referred to by the Solicitor-General as being deficient in the land mortgaged.

The SOLICITOR-GENERAL explained, that through a misapprehension he had stated that for two hundred acres of the land said to have been mortgaged there was no title; this was an error, as the deed produced contained the land referred to.

Mr. LOWE, before going into the case generally, would dispose of one or two technical points. He apprehended that the evidence offered on the other side, made the case rest entirely on the first count, and between that count and the evidence there was a fatal variance. When there is an executed consideration set forth, the parties are bound to prove it, and they cannot go beyond it. Now, there was no proof whatever that there was a special request made by Barker and Norton jointly to Dr. Graham, indeed it was shown that it was impossible such a joint request could have been made, nor was there any evidence that Norton ever received any benefit from the transaction. There was no evidence that Norton and Barker jointly invested the money, nor was Norton in any way connected with the investment; and, thirdly, the evidence had gone to inadequacy of security only, and it did not follow that because the security was inadequate, therefore there was gross negligence on the part of the defendants. And having made these observations, he would earnestly invite the attention of the jury to the facts of the case. It was usual for counsel engaged in causes which had excited much attention, and been much canvassed out of doors, to entreat juries to dismiss from their minds all that they had heard—to discard all the prejudices they had conceived—and to judge the case only on the evidence. He asked the Jury to do this; but at the same time he felt that he was asking an impossibility, for they, as members of the community, not knowing they would ever have to sit as jurors in the cause, could not, during the last five years, have shut their ears against rumours most perseveringly circulated, to prejudice the defendant, Mr. Barker; but he did claim from them, as they hoped to have justice done to themselves, that they should not take these rumours as proofs; but, prejudiced as they must be, exert their manly reason, and discard, as far as possible, the bias which must be on their minds. He charged them to do this, and to listen patiently, and judge fairly the full, complete, and satisfactory answer to this case, which he would present to them. He would commence by referring to the rumours which they must have heard, and which must have caused a bias in their minds. It had been stated, and most industriously circulated, that Mr. Thomas Barker knew of his brother's circumstances before he left England; that he was interested in his brother's business; that his brother was largely indebted to him; and that he took the money of his constituent, Dr. Graham, and under the flimsy veil of a mortgage upon worthless land, paid debts due from his brother to himself. By the boldness with which he referred to these rumours, the jury might form an opinion that he (Mr. L.) felt strong in the righteousness of his client's cause, and that he had the means of meeting the whole of these reports. Knowing how these reports had been circulated, the jury must have been astonished at the mildness with which the learned Solicitor-General opened his case; they must have expected that he would have opened a case of fraud, not one of mere want of diligence; not that he had negligently invested, but that he had not invested at all; and he trusted that the facts which the plaintiff, after nearly eight years' delay had been able to bring forward, being so far short of the reports that had been circulated, would strengthen the evidence he should be enabled to bring before them, and convince them how utterly groundless those reports were. The evidence he had to bring before them was, he believed, complete. It was not so full as it would have been had the case been tried earlier; but much of it was correspondence and documents. Mr. Thomas Barker was, as was well known, for many years a railler in Sydney, and the largest purchaser of wheat in the colony, and Major Mudie, the original proprietor of Castle Forbes, being, as had been stated, the largest grower of wheat in the colony, it would be seen that circumstances would make them acquainted with each other. Mr. Barker visited the estate of Castle Forbes, he was not confident of the date, but prior to 1836, and formed a most favourable opinion of it, so much so that he recommended it to his brother, Mr. James Barker, as a most valuable investment for his family, and Mr. James Barker finally became the purchaser. This, it must be remembered, was in 1836, before any of that artificial prosperity had taken place which we have all had so much reason to regret; the supposed value of property had not then been inflated with the enormous quantities of English capital which afterwards arrived; credit was good and sound, and the colonists were gradually accumulating wealth by the process of healthful industry. At this time Major Mudie received some offence from the Government, he determined not to remain in the land of which he was not permitted to be a magistrate, and boiling with rage, went to Mr. James Barker to sell this valueless property, and Mr. Barker actually bought that which Mr. Bell had told them he would not accept as a gift in 1840, (when property had much increased in value,) for £7000, which was actually paid for the estate, with about twelve hundred sheep and one hundred cattle. Mr. Thomas Barker, having what he considered a competence, determined about this time to retire from business, leaving his mill property with Mr. James Barker and Mr. Hallen, but having no concern with their business, neither as a secret partner, nor in any other way: the mill was let to them for £1200 a year; and, subsequently, another steam engine having been put up and other improvements made, for £2000 a year. This was the rent which Mr. Thomas Barker received as landlord from that time up to the last two years, that amount having been paid by Barker and Hallen's trustees, and afterwards by the firm of Barker and Larnach, of which Mr. Thomas Barker is himself a partner. With Barker and Hallen Mr. Thomas Barker had no concern beyond receiving the rent, and to prove this, he would put the whole of Barker and Hallen's books before them, and Mr. James Barker into the box, and let the other side examine them; these books he would observe had always been open to the inspection of the other side, had they been inclined to examine them; but unfortunately they did not do so, or probably the case would not have been brought into Court. In 1837, Mr. Thomas Barker being in ill-health went to England, and remained there till 1840. During that time Barker and Hallen were his agents; he drew bills upon them, and they remitted him cash as they received it, for rents or interest on mortgages, including of course the rent for the mill; on the 18th September he returned to the colony, and on that day, instead of the firm of Barker and Hallen being indebted to him, he was indebted to them, in the sum of £513 upon one showing of the account, and nearly £1100 on another.

Mr. Justice DICKINSON enquired whether the plaintiffs pressed any other issue than that of negligence, and upon the SOLICITOR-GENERAL replying in the negative, his HONOR said there was an end then of the counts for money had and received.

Mr. LOWE said, that although there was no fraud charged in the opening, there were many insinuations, such as "whether they had secured themselves he could not say;" "when Mr. Barker came back he took to the mills;" "they got rid of a partner for £10,000;" this all insinuated something beyond want of diligence.

Mr. Justice DICKINSON said, that at first the Solicitor-General's opening certainly did sound like charging fraud, but it gradually melted away into a charge of negligence; the counts for money had and received could only be sustained by a charge of fraud.

The SOLICITOR-GENERAL could not give up that part of the case, that there were other circumstances actuating the defendant than a straightforward regard to Dr. Graham's interests.

Mr. Justice DICKINSON: That is fraud; if a person investing money looks to other interests than those of the party he represents, that is fraud.

Mr. LOWE then explained some items of an open account respecting land and advances to a relative, by which Mr. Barker was indebted to the firm of Barker and Hallen over £1000, although the amount in the books appeared to be £513. Before going any further, he must invite the attention of the Jury to the difference of the circumstances of the colony between the time when Mr. Barker went to England and when he returned. Two English Banks had been established, and the Loan Company was also in operation, and money showered into the country like rain; the colony remained as it was; there had been no material addition to the population, but the money had increased until it had become a drug. The case was exactly the reverse to what it is at present; now it is difficult to raise money on the most valuable property; then property of any description would realise almost any amount that could be asked for it; and so it always has been and always will be where there is more money than a country requires. Another cause of the increase of money was, that people in England having formed a high opinion of the value of Australian investments, a number of them, like the unfortunate gentleman whose case was before them, sent out capital to be invested, and thus this mania was fed by its own effects. It required no great philosophy now to see, what was then seen but by few, even if it was seen at all; but at any rate the bearings and influences of these various circumstances would hardly be seen at once by one who had been for several years out of the colony. On his arrival, Mr. Barker was anxious to lose no time in investing Dr. Graham's money: the correspondence that had been read showed them how important it was to him that it should be invested speedily; but, said the Solicitor-General, "see with what indecent hurry the transaction was carried on." But what were the facts, why in August, but a week or two before, twelve hundred acres of this land had been sold for £8000, and the titles had been most satisfactorily made out; and the solicitor for Mr. James Barker was Mr. Norton, the solicitor for Mr. Thomas Barker, and was well acquainted with the case. On the 5th October the money was invested. It had been thrown out that Mr. Barker then knew that his brother was insolvent, and that he carelessly threw away Dr. Graham's money; but he would show from the best evidence, that of Mr. James Barker himself, that he had no idea he was insolvent; that he was carrying on business calling for an outlay of £1000 per day; that he paid away, between the arrival of his brother and the day that he called a meeting of his creditors, upwards of £55,000; that there was in store wheat and flour equal to 1000 tons, which, at the market price, was £40,000; but which, when he called his creditors together, was worth only £20,000, showing a loss upon that one item of £20,000; he would show that he never renewed a bill, never had a check dishonoured, and that he was in good credit. His learned friend had spoken, as if in November Mr. James Barker was insolvent in the sense now applied to the term; but that was not the case. Having found that his property continued to depreciate from that fatal turn which then took place, and has continued ever since, he called his creditors together, who appointed trustees, not to pay a dividend, but to work the estate as a solvent one, and endeavour to pay all; and it would be shown that the trustees realised from the firm estate upwards of £33,000. If anything were wanting to show the value of the Castle Forbes estate, it would be that the trustees, Messrs. Lamb and Grose,—he left Mr. Thomas Barker out as an interested party—thought so highly of it, that they paid the first half-year's interest not only on Graham's £6000, but on Barker's £5000, in order that they might keep the equity of redemption for the benefit of the estate of Barker and Hallen. When it came to the second half year, things continuing to get worse, they declined doing so, but affairs wore a very different aspect then. His learned friend had commented with great severity upon Mr. Barker's letter, stating that he had taken a second mortgage, as if it were intended to deceive Dr. Graham; but Mr. Barker did take the second mortgage, and Mr. Lamb and Mr. Grose, in paying the interest, showed that they considered he was justified in doing so. Could Mr. Barker have taken a better mode of showing his opinion of the value of the security than by taking a mortgage of £5000 after Graham's? If an agent was asked if he would advance £500 of his own money as a secondary mortgage for every £600 of his constituent's money which he invested, would any one take an agency under such circumstances? And yet that which no agent would for a moment think of doing, Mr. Barker had done for Dr. Graham. But he would carry the case further than this: as fraud had been insinuated, he would show what had become of the money—not only of the £6000 of Dr. Graham's, and £5000 of Mr. Barker's, but of £5000 more which Mr. Barker had advanced; he would show that all this went to meet Barker and Hallen's liabilities, and that not one sixpence ever went to Thomas Barker. He would express his regret, a regret that was felt by his client, that he lent the money to his brother at all: had he had more time for reflection, or had he been aware of the state of the times, he would not have done it; it was, perhaps, a foolish thing to do, and advantage of it had been taken to circulate rumours to the great prejudice of the defendant, in order that the case might not be tried in Court, but in taverns, and at the corners of streets, and that a Jury might go into the box merely to embody a verdict formed out of doors on unfounded rumours; but he called on the Jury to get rid of the impressions caused by those rumours, and to try the case fairly as it was presented to them. It had been thrown out that Mr. Hallen had been got rid of for £10,000; he scarcely knew what was meant—there was such a shadowy imputation that he could not grasp it; but so far from Mr. Hallen receiving one farthing to quit the concern, Mr. Hallen had drawn £10,000 from the concern in three years, for his private expenses; and when the partnership was dissolved, he was not called upon to refund any portion of that amount; but he received nothing. If Mr. James Barker intended to fail, it was his interest to keep Hallen in the concern; he had large personal property, which would of course be available; but he had left the firm, and when the trustees first met they looked only to the private estate of James Barker, and it was not until afterwards that Hallen was drawn into the vortex. He would now invite the attention of the Jury to the correspondence: it had been commented upon by the Solicitor-General, who had very carefully selected what he thought would tell against Barker, and passed by the rest. It was said that Barker's letter showed that he took the management of this investment out of the hands of Edwards and Hunter, and the inference was, that it was a good thing, and Mr. Barker wanted to keep it all to himself. Now, look at the letter: what did it say? "I think it an excellent arrangement that the deeds be left in my hands, and shall most cheerfully perform the duty of custodier. • • I could almost wish to see you one minute about ten o'clock; for although I am still as confident as before in Edwards and Hunter, yet when your man of business says 'they are persons in business,' which is true, and when I look at your very large and fine family, and that as you say it were your all for them, I am almost tempted to allow myself to be put in nomination," &c. The turn given to this letter was that Mr. Barker wanted to have the management of the money, to get rid of Edwards and Hunter; but who objected to Edwards and Hunter? Not Mr. Barker, he originally recommended them; his opinion of them was as favourable as ever; but Dr. Graham's man of business objected, because they were in business, and then Mr. Barker yielded to the application to be named himself. It was very easy to warp this letter by a little perverse ingenuity into an attempt to get the money into his own hands, but did it fairly bear any such construction? With regard to the investment, Mr. Barker lent £6000 of the money for five years upon the security of property worth double the amount. As to the security being adequate, this was the burthen of the case. He apprehended that the criterion of value must be the market value of the land at the time the money was lent. How they were to arrive at the market value might be a difficult question, but that was the question for the Jury to try. Was the estate of Castle Forbes, in 1840, an adequate security for the money lent? (Mr. Lowe cited Wardell v. Cartez, 7 Symons, 497, and Sugden's V. P. 452, in support of this position). When he tendered his evidence there might be a conflict between him and his learned friend as to the mode of proving the value, but however they might be restricted in evidence, the question would be, what was the market value? There is a great difference between this colony and England: large bodies move slowly, and it takes great force to move them at all, while very little force moves small bodies. In England fluctuations in price are not frequent, here they have been innumerable, and the only way of fixing the worth of a thing is to know its market value at any particular time. It might be negligent to lend £600 on a property in 1848, which it would have been quite justifiable to lend £10,000 on in 1840. If this were not so, how would it be possible for any person to invest money as an agent, unless he were prepared to show that at a certain time the security yielded a rent or profit equal to the interest? But in this colony that would be impossible. Rent does not exist until all the first quality lands are occupied, and the second begin to come into use, and then rent is the difference in value between the two. Here, where there is so much good land that for centuries it will not all be occupied, there can be no rent, and the only way of estimating value is the market value. With respect to the value, he would prove that Mr. James Barker received £6900 for one-fourth part of the estate, and if the Jury gave a verdict against Mr. Barker on the ground that there was no rent, there will not be an agent in the colony who has lent money on country land that cannot be condemned on the same grounds. He would show that Castle Forbes was the largest wheat growing farm in the colony; that at the time of the mortgage there was 350 acres of growing wheat, and that the wheat from that crop actually yielded £2000; he would show the cost of putting it in; he would show that the average price of wheat for the preceding six years had been seven shillings a bushel, and that the clear profit of the estate was £1000 a year. The defendants were only agents—they were not prophets; they did not know that from 1840 to 1846 there would be a succession of bad seasons, but the question they had to ask themselves was, was the land then worth £6000: was that its market value? He would show that whether there was puffing or not £6900 was actually paid for a portion of the estate, and he would remark that Mr. Dangar withdrew his case when they were prepared to meet him on the question of puffing, but neither Mr. Dangar, Mr. Peter Macintyre, nor Mr. John Larnach, were people likely to be puffed out of their money, for valueless property. There would be, he feared, some difficulty in consequence of Mr. John Larnach's absence from home, but he should be able to show that previous to the sale, Mr. John Larnach offered £16,000 for the property, which was refused. To return to the letter. The Solicitor-General said that the money was locked up for five years, but was that so? the interest was payable quarterly, and upon non-payment the mortgagee, upon giving three months' notice, could sell the estate; and this had been actually done, and the estate was put up for sale in 1842, and if it had not been depreciated in value, Dr. Graham would not have lost a single farthing; and his Honor would tell them that the defendants were not answerable for any depreciation that took place. How were defendants to be answerable for the British Government withdrawing convicts, and not sending free labour in its place?—for their raising the price of land to such an extent that there were no purchasers, and no land fund?—for the heavens conspiring against us and no rain falling?—and, as if to put a finishing stroke to our ruin, the Government authorising a system of almost giving away land, whereby that which had been purchased was rendered almost valueless? Had it [not been given in evidence that land where Mudie fed twelve hundred sheep would not now be looked at, because parties can send their flocks two or three hundred miles to better land which they can get for nothing. For all these things the modest request of the plaintiff was that the defendants should be made responsible; they were to be held liable because there was no labour, because the seasons were bad, because it had pleased the Government after selling the land near the sea coast at a high price, to give away, in one grand donation, all the rest. The next sentence in Mr. Barker's letter was, that one-fourth of the estate had been sold and realised £8000, and the best

part with the improvements remained. He did not know how far the evidence would have borne the last assertion out, but it would be remembered that the first question on value, which he put to Mr. Helenus Scott, (who looked to him like the ghost of the old land system) was objected to by the learned Solicitor-General, who would not allow any question as to the value of land not contained in the mortgage. It appeared, however, that Mr. Dangar, for 79 acres not cleared, gave £1500, and it was not an unfair presumption that Major Mudie cleared the best portion of his estate. But the evidence they would give of the land would be very different from that which had been given on the other side; it would be shown from a careful survey what was the quality of any particular section, and it would be seen that when Mr. Barker stated the best land remained he had correct information. But, said the Solicitor General, why if Mr. Barker believed this did he not lend the whole £10,000? and the answer was, 'because from his great anxiety for his constituent, for more abundant caution, he only lent £6000, which, seeing that it was "unencumbered and of sufficient value," he thought a secure investment, and Messrs. Lamb and Grose thought so too. He next came to Mr. Barker's assertion, that he considered himself and property amenable to Dr. Graham for the full amount. This he did consider was most honorable of Mr. Barker, and if, the circumstances of the colony had remained as they were, the promise would no doubt have been redeemed. Mr. Barker, most anxious that Dr. Graham should suffer no loss, not because he was conscious of any negligence, much less fraud, but because he felt great compassion and sympathy for the unfortunate gentleman, and they must all do that when they saw the little fortune of a man accumulated by a long life of honorable industry, shipwrecked as this had been; and a melancholy thing for any one was it to be in anyway the instrument by which it was brought about. But if Dr. Graham had been here himself, with his man of business, and the whole faculty of Edinburgh at his back, could he have invested money in 1840, without incurring loss, whether he invested in land, bank stock, or in any other manner? Did any do so? Is it not an every day occurrence, to see people who invested money in 1840, who have not only lost their capital, but been ruined by the liabilities which became attached to them? Has not land, after large sums spent in improvement, been abandoned to avoid quit rents? How could money have been invested without loss? But there was another letter from Mr. Barker, written in August, 1842, a time when, from the continued failures, even the most solvent trembled for fear they should be drawn into the vortex; and yet in the face of all this, Mr. Barker made an offer of the most liberal, the most honourable description. He proposed to take the Castle Forbes property, to give Dr. Graham a mortgage upon it, and, for additional security, to give his personal bond, payable in four years, for the whole amount, and interest at five per cent., and he actually apologised for the small rate of interest on account of the heavy loss, but that interest he did remit. He had no wish to reflect upon Dr. Graham, but this offer he would show was not retracted by Mr. Barker, dark and gloomy as the times continued, until it was repudiated, he would not say with scorn, but as altogether inadequate. On the 20th October, 1843, Dr. Graham wrote in reply to this noble offer, as follows:—"My dear Sir,—The expectation of receiving a letter and remittance from you, as stated in my short note of the 28th ultimo, was founded on the remittance being due, and your letter of the 4th March, in which it was promised. * * *
It gives me pain to inform you that in consequence of the utter failure of all my prospects, in reference to my Australian investments, I am now compelled to require you to fulfil your guarantee to me, so often expressed in your correspondence. I trust you will at once admit the justice of my claim, and give me, in terms of your promise, security for the loans which you made in my name to Mr. Sparke and your brother. I trust you will not be displeased with me for saying that I cannot agree to accept your personal bond; and as you are fully aware that I embarked my money under your advice, on the faith of heritable security, I hope you will not think I act harshly in addition to my securities over Sparke's property and Castle Forbes—a mortgage extending so widely over your own estate as to give perfect security even in the depressed state of the colony, for the full amount of my principal, with interest at the rate charged by the Australian Loan Company, which you know is less than that to which your guarantee extends. I beg you will give the securities on Castle Forbes and Sparke's properties to my son Robert, to whom I have written as my attorney, to arrange with you the details of the security I require from you. My requiring Robert to act is in compliance with your wish to be relieved from the management of my affairs, expressed in your letter of 4th March. It is with very painful feelings, I do with great truth assure you, I am obliged to write this letter; but all that you know of the importance of this subject to me leaves me no alternative, in the discharge of my duty to my family, as I cannot but hope you will see and acknowledge." That was the answer which was given to Mr. Barker's most liberal and handsome offer; yes, in the then state of the colony Mr. Barker was asked to give a mortgage over his property, and pay ten per cent. interest; he was not instructed as to the state of Mr. Barker's affairs at that time, but he could hardly, looking at his other engagements, have felt himself justified in locking up a large portion of property in the way proposed. It would be seen, too, that Mr. Barker's offer was to take Castle Forbes and make what he could of it, giving to Dr. Graham a mortgage over it, and his personal bond; but this was not for a moment entertained; Dr. Graham would not let Castle Forbes be touched, but must have additional security over Mr. Barker's property. That letter showed how it was the parties were before the Court. Anxious to compensate Dr. Graham for his loss, not for negligence, for that had never been imputed, not because there had been fraud, for it had never been even insinuated; but out of mere sympathy and kindness of feeling, Mr. Barker made the liberal offer they had heard, and that being refused they could go no further, and it now remained to be seen whether the plaintiff could wring by force of law that which when offered was repudiated with scorn. He would now offer one or two words on the evidence. They would see by the map that there were two roads on the estate, and persons formed their opinion of the estate from what they saw while riding along those roads, whereas he would show unless they diverged from the roads they could see very little of it; and one of the roads, it would be observed, only just touched the corner. As to Mr. Bell's idea of the value of the estate, the jury might form their opinion of it—the worst land he estimated at 5s. an acre,—the best at half-a-crown, and then declared he would not take the whole as a gift; had he been a little more consistent in his zeal his testimony would have had more weight. It must also be remembered that part of this road, which had been described as running through bad land, actually passed the land for which Mr. H. Dangar gave £20 an acre. But on the question of value, he would show to them the calculations of an intelligent gentleman as to what the estate actually would at that time have yielded; and it would be seen that the estate could be worked at a large profit. Since then assignment has been discontinued, and no one thinks of agriculture on a large scale; farming has gone gradually into the hands of small settlers. With respect to water, he would show that independent of the river frontage, there were many water-holes which had never been dry. Mr. Gaggen, their own witness, admitted that some parts of the estate were very good, and that others were not so good, and that was the case; there was a great deal of good land, as they would show. Mr. Henry Dangar, no doubt, a good judge, bought two allotments at £20 an acre, and after his note for the deposit had became due, and he had obtained time for its payment, wanted to buy a third; no doubt when land began to fall in value he did want to puff his name off the auctioneer's book, but the wicked contrivances of a court of law prevented him. He would show that one thousand acres of land was good—that five hundred acres of it were cleared and fit for cultivation, and had been cultivated when the growth of wheat offered a lucrative employment for capital; the buildings on the estate were comfortable, and had not fallen into ruins, as had been stated, but were burned down; that the paddock behind the terrace, if not good land, was sufficiently so for Major Mudie to feed a dairy of cows on it; that there was a large quantity of fencing; that, although the river frontage had been sold, roads to the river were preserved; that the land that was sold, some of it as high as £20 an acre, was not cleared, while that which was reserved was: that the wheat grown on the estate in the year it was mortgaged sold for £2000; and that if there were no rents it was because it was inconsistent with the laws that regulate such things that there should be. If, therefore, they were driven to the narrow point of inadequacy of value, they had a most triumphant case; but then there was the question of gross negligence: mere inadequacy of value would not prove negligence: where was there any evidence of it? the other side had given none, and spell Mr. Barker's letters through and through, was there any hint from which it could be inferred? was there not evidence in them of a contrary tendency? He had one point to address them on which was of a more technical nature; the Jury must find that there was a joint promise by Barker and Norton, or there was no promise at all; that there was a joint taking, or there was no taking at all; that there was joint gross negligence, or no negligence at all. He had confined himself to Mr. Barker's case because there was no evidence against Mr. Norton beyond Mr. Barker's admissions and the fact of his having signed joint accounts. But would that prove a joint request to Dr. Graham? would that make Mr. Norton agent for all purposes? Barker's admissions were no evidence against Norton until it was shown that they had jointly acted as agents. Then were they evidence against Barker without Norton? certainly not; they could be no evidence if they were not evidence against the parties jointly. He apprehended that on this view the letters must be laid out of the case, and then what remained? Why the evidence of a certain number of people who had seen a certain number of trees and certain buildings, and of some whom had bought land at prices, which, if the whole had been sold at, would have paid off Dr. Graham two or three times, and yet on this the Jury were called upon to find negligence so gross as almost to amount to corruption. If upon such evidence as had been given, the Jury should find for the plaintiffs on the ground of inadequacy of value, he would say, let all who have acted as agents in the investment of money in country lands, join hand in hand, and go into the insolvent court at once, and their creditors with them, for they would be applying to such transactions the test of rules in a new country, which are only applicable to an old one. After the British Government has been taking pains to ruin us in gross, juries, by acting on such principles would ruin us in detail. On the principles suggested by the other side, every investment in country lands in the colony would be inadequate, and the agents liable for the amount. He stood before them deeply interested, for a gentleman who had been long and systematically maligned, and whom, on his conscience, he believed to be innocent; but he felt more interest on account of the important public principle that was involved. If people, attracted by high profits and high rates of interest, send their money here for investment in prosperous times, they must take their chances of the reverses in disastrous times; and agents who have acted honestly, fairly, and uprightly, are not to be fixed with the consequences when reverses come. One point he had omitted, when the accounts were signed by Barker and Norton they were no longer attornies for Dr. Graham, David and Robert Graham having been appointed by their father. The amount involved in this case was considerable, but it was not on this ground alone that he appealed to them, for his client would sooner lose half his fortune than sit down under the imputations that had been cast upon him; he conjured the Jury to look well at the evidence, to see whether there were causes for the suspicious that had been entertained, and to give the defendant fair play.

Mr. MICHIE, for the defendant Norton, then addressed the Jury. He said, that although he felt no necessity on behalf of his own client, personally, to repeat the caution to the Jury against prejudice or slander, he yet begged them to bear in mind his learned friend's observations upon that subject, as well for the sake of justice to his client, as for the reason that such reports and misrepresentations as had been referred to, might indirectly operate also against Mr. Norton. His learned friend had gone so fully into the facts, that he (Mr. Michie) would not weary them with another recital of the same matter. He should therefore at once call their attention peculiarly to the language of the issue they had to try: that issue on which, and upon the evidence alone, altogether independent of every rumour, every report they had heard elsewhere, they were bound by their oaths and by their consciences to pronounce their verdicts. Topics had been introduced in the opening of this case by his learned friend the Solicitor-General, fitted no doubt well enough to bolster up a weak case, but which of themselves had absolutely nothing to do with it, and could operate in no other way than to minister to a most abominable prejudice. His learned friend wondered what the people of Scotland would think of the defendant's (Mr. Barker's) sense of justice. What had this to do with the question to be tried? The Jury were sworn to decide according to the evidence, and not according to the men of Edinburgh. The one, the true, the only question was, had the defendants been guilty of gross carelessness and negligence in making this investment? If the Jury could be of opinion, upon such evidence as they had heard, and would hear, that the defendants were fairly chargeable with such gross carelessness and negligence, no doubt, under the direction of His Honor, a verdict must go for the plaintiff. If otherwise, for the defendants. Now, in what way had Mr. Norton become connected with this transaction? He (Mr. Michie) would take the first exhibit,—the note from Mr. Barker to Dr. Graham, dated from Moray-place, Edinburgh, the note in which Mr. Barker refers to the power received by him, and consents to take upon himself the trust, provided Mr. Norton were joined with him for the purpose of carrying it out. Mr. Norton was described in that note, in those laudatory terms, which, although doing no more than justice to him, he would not wish repeated, as indeed Mr. Norton's character so well earned through so many years of trial required no support from him (Mr. Michie) that day. The production of that letter against his client, almost the first piece of evidence in the case, of itself showed how peculiarly hard was this whole case upon him. Mr. Barker was Dr. Graham's friend in Edinburgh. Mr. Norton and Dr. Graham had never seen each other. Dr. Graham having no knowledge of, placed no confidence in Mr. Norton. Why then was he associated in this trust? Merely that Mr. Barker might have some one to consult with, some one who might act in the event of his death. Here was a duty then cast upon these two defendants, and almost thrust upon one of them, a duty to be performed by them without reward, commission, or compensation of any kind for their trouble. What had Dr. Graham a right to expect—what had his representative, the present plaintiff, a right to expect or exact from the defendants under such circumstances? Certainly not the intense degree of attention, so to speak,—the large and unbounded responsibility, which appeared to be insisted upon by his friend the Solicitor-General. This was a duty to be performed without pay. The contrary had been asserted, but the assertion was unsupported by evidence; and was, indeed, inconsistent with the fact. He would now proceed, under the correction of his Honor, to state the law of agency, as applicable to the circumstances of the present case. The law recognised, and insisted upon, what common sense must recognise and insist upon, at the mere suggestion, a wide distinction between paid and unpaid agents. To the former a larger and much heavier responsibility attached than to the latter. An agent without compensation was liable only for gross carelessness and negligence; and he (Mr. M.) was much mistaken if the Jury did not ratify that distinction by their verdict. Here Dr. Graham had, whether wisely or not, was not the question, whether from penuriousness or not, or from any other cause, was altogether beside the mark—transmitted his money from one side of the world to the other—from a large and steady market to a comparatively small and fluctuating one, to be invested by agents in mortgage. If they accepted the charge, doubtless a duty arose, but what duty, the Jury, with the law most clear and precise on this head, for their guide, must decide. His learned friend the Solicitor-General, in his opening, had said that although the circumstances under which the two defendants came before the Court were different, Mr. Norton must be liable, because, forsooth, he might have prevented what had taken place. Prevented what? Prevented a mortgage security being taken, which in 1848 was not so valuable as in 1840. With all due submission to his learned friend, the law was not so. If it were, the law would contradictorily cast upon an unpaid agent to prevent, under all circumstances, what the law did not exact, nor profess to exact, from any unpaid agent. If the law were as stated by his learned friend, what would be the consequence? Why, that upon the flimsiest evidence of a joint contract to invest, the Jury might, upon the actings of one only of the defendants, find the joint breach laid in this declaration. If, under the direction of the Court, so lamentable a consequence could follow, as that a verdict must be returned against both defendants jointly, upon the actings of only one, an innocent, nay, a most attentive and assiduous agent, might be fixed by verdict with a charge of gross carelessness and negligence. If, therefore, the Jury should see, upon the evidence, that only one defendant had been chargeable with any degree of negligence whatever—and he inferred negligence against one only for the sake of argument—and that they could not fix the party whom they thought liable, without also involving one whom they must think altogether free from blame,—a verdict, he submitted, must be returned in favour of both defendants. But he would maintain that there was no case against either. Let them look at the evidence of Mr. Dangar, and also attend to what further evidence would be given by other purchasers at the sale in 1840. Some of that evidence he (Mr. M.) might have excluded. But he had admitted it, as his client was anxious to admit everything which would really throw light upon the transaction. Mr. Dangar had said, that he had bought thelots at a public auction, paying for one £18 per per acre; for another, as much as £22 10s. per acre. True, the same gentleman had said, that puffers were employed; and that, on this ground, he had refused, until compelled, to complete his purchase. He (Mr. Michie) did not care whether puffers had or had not been employed; and about that, he would say a word presently; but, for his part, if he had walked into an auction room at that time, had beheld the impressive figure, and port, and presence of Mr. H. Dangar, with that round and authoritative voice to boot, bidding such sums, he (Mr. M.) could never have doubted that the land must be worth the money. But it was possible that even Mr. Dangar, like most other persons in those days, might have been the victim of his own over confidence in the state of things existing at that time; might have supposed that the price of land would continue to advance. Hundreds of others had entertained a similar conviction, and probably, like Mr. Dangar, had lived to regret that they did not then see further into futurity. But the Solicitor-General would say that they ought not to have been deceived. They ought not to have given these fanciful and speculative prices; they ought to have been more correct in their calculations; ought to have seen into futurity; ought to have known to what danger they were hastening. It was easy for any body to be as wise as this after the event; but who had such wisdom before it? Would the Jury say a man was to be found guilty of gross carelessness and negligence, for not possessing such wisdom, at such time? Who, in those disastrous years had not suffered in some shape or other? He recognised many colonial faces on that Jury, which he had been in the habit of seeing for the last six or seven years, and he would stake something upon the fact, that there were few among them who had not bitter reason to remember the times of which he spoke. If it were not lots 18 or 21, it was perhaps steamers, or companies, or something else, which disposed of ready money as well. It was idle indeed to argue at length, a truth so obvious to all. Most men took their opinions upon trust from others. Not very many thought at all for themselves. Still fewer examined very deeply into the principles of things; and in the main, even the most sagacious and penetrating intellects, influenced by the society in which they were placed, became at length "subdued to the very quality" of the opinions, by which they were surrounded. Cowper had somewhere said, and how much truth there was in it, every observant man would acknowledge, "that if you were to tell a man the same thing every morning at breakfast time, for twelve months, he would at last come to think of it exactly as you do." Such is the effect of repetition and continuous impression. Who then could wonder at the opinions of 1840? Who would be so unjust as to exact from another, greater wisdom at that time, and still less punish him for not possessing it, than he was conscious of possessing himself? Mr. Norton, like other men, had believed the evidence of his senses. He could not walk along George-street, but from every auction room his ears were assailed by the sound of land sales. In his own office were deposited at the time the very accounts of this very sale of the Castle Forbes estate, from which he could not but be forcibly impressed with the value of the remaining three-fourths of a property, one-fourth of which had realised so large a sum of money by public competition. But this was by no means all that Mr. Norton had before him to satisfy him of the goodness of the Castle Forbes security. The wheat crop of the very year of the sale was so valuable, that it realised, even at the reduced prices prevailing when it was brought to market, something very close upon two thousand pounds. But his friend might exclaim—"of what authority were the high prices paid, if there was puffing?" To this, he (Mr. Michie) had a short, and for his client, a conclusive answer. So far as he could understand the operation, as described by the witnesses, puffing, in the strict meaning of the term, did not seem to have taken place at all; and Mr. Kemp did not know but that he was a *bonâ fide* bidder. But puffing or no puffing, he cared not. If there was no puffing, there was an end of the matter. If there was puffing, his client, Mr. Norton, was deceived by it, as well as Mr. Dangar. But the Solicitor-General appeared to have attributed the high prices in some degree to the long credits of five and ten years, according to the amounts of the purchases. But he forgot also to mention, that on unpaid monies, in addition to the twenty per cent. deposit, interest of ten per cent. was payable, which by itself afforded the sincerest evidence—evidence derivable from the most sensitive part of man, his breeches pocket—of the deep conviction entertained by the purchasers, that at any rate, the land which they had bought would retain its then value at least for the next ensuing ten years. Was not all this very much more than sufficient to satisfy any man, that Mr. Norton could not for a moment be chargeable with any degree of carelessness or negligence whatever? But even this was not all that Mr. Norton had to satisfy him, that this money was well secured. His learned friend Mr. Lowe had stated, and doubtless it would so appear, that at the time of this mortgage being taken, the firm of Barker and Hallen had never been sued, had never dishonoured a bill, were in excellent credit, and were actually about that time disbursing in their business as much as a thousand pounds a day. They stop payment, no doubt from causes which perhaps no man foresaw, and which even this gigantic concern could not resist; but the subsequent large payments, and the final dividend of six shillings in the pound, showed that theirs was no ephemeral or hollow firm, undeserving of the confidence of prudent men of business. What then was Mr. Norton to do under all these circumstances? Was he to go creeping and whispering about among merchants and men of business, without any the slightest apparent cause for suspicion, begging to be informed whether money might be lent safely to Mr. James Barker? Did any one act thus? Could mercantile business be thus transacted? The very suggestion was ridiculous. But perhaps

the Solicitor-General might contend that Mr. Norton ought to have visited, and made himself acquainted with the property; that he ought to have left his office and professional business in Sydney, in order to examine the estate. If he had done that, who was to pay him? If he had done that, with such proof as he already had of the value and the crops of the estate, would he not have shown himself a fool, and have come back to town the laughing-stock of all who knew him? He (Mr. Michie) would not further detain them upon this part of the case. He would only repeat that it was one of the very hardest a professional, or any other man, had ever been called upon to meet; a charge issuing out of events now nearly eight years old, the evidence of which might be, in a great measure, dissipated and lost, and after the plaintiff had taken to the estate, and waited to see probably, how any changes in the wide interval might make it worth his while to stick to, rather than reject the property. The learned counsel would now crave the most earnest attention of the Jury to the words of one of England's wisest Judges—the Lord Chief Justice Abbott, in his judgment on the case of Dartnell v. Howard, reported in the 4th vol. of B. and C. The action was brought under circumstances very similar to those of the present case. "Can we say," says His Lordship, "that it is the absolute duty of any person so employed, without pay, and without remuneration; can we, under those circumstances, say that it is the absolute duty not to take a security of an insufficient nature?" The only duty that is imposed under such a retainer and employment here mentioned, is a duty to act faithfully and honestly, "and not to be guilty of any gross or corrupt neglect, in the discharge of that which he undertakes to do. But a man may, when acting most faithfully and honestly, happen to take an insufficient security, without gross or culpable negligence on his part; he may have been misled, he may have been deceived, he may have taken such care as an ordinary man would take with regard to the subject matter entrusted to him, and yet doing all that, his endeavours may have failed; and it may so happen, without his knowledge and against his will, have turned out to be insufficient." Such was the language of one of the sages of the law. And such was the law; if it were otherwise, who indeed would be an agent? If an agent were to be liable under any circumstances, the principal might always be in a better position, staying at home, and investing through an agent here, than he would have if he came to the colony, acted for himself, and encountered with themselves all the risks of colonial investment. He would take his interest whilst it could be paid, and come down upon his agent at any time for any difference which changes of value had worked in the security. Among other reasons that had been put forward by the learned counsel for the plaintiff, it had been urged that the same principle of valuing could not be admitted in a mortgage as in a sale, inasmuch as the principal money was locked up for five years, and the mortgagee could not deal as absolutely with the property, as could a purchaser. Even this was an error, for the mortgagee could call in his money, or sell the security, upon a single default in the payment of a quarter's interest, so that even in the mere preparation of a mortgage deed, might be descerned, the vigilance which Mr. Norton had exercised for the interest of the mortgagee. He (Mr. Michie) would not further detain them upon this point, but would make an observation on the fact of Mr. Barker having himself lent £5000 upon a second mortgage of the Castle Forbes property. Was not this evidence of *bona fides*? of reliance, whether well or ill founded, upon the value of the estate? No doubt the Jury would require to be satisfied, that this money was really advanced; but if advanced, could there be found or imagined any stronger evidence of the sincerity of Mr. Barker's conviction of the value of this property? But it had been insinuated, that Mr. Thomas Barker had an interest in the business of Messrs. Barker and Hallen; that it was of importance to him to keep the firm on its legs. Now, his learned friend, Mr. Lowe, had undertaken to show them, that Mr. Barker had no partnership interest whatever in the business; and if this were shown, how could anybody conceive that Mr. Thomas Barker had any personal interest whatever, in carrying the firm through the difficulties, in which the greatly reduced prices of wheat, had, within so very short a period, involved it? If he, Thomas Barker, had been inclined to act the rogue,—the artistic sort of rogue so common in the world, in matters of this kind,—he would rather have been anxious to wind up the firm at once, come in with his money, and buy the large wheat stock at the reduced prices and go on as before. The operation was a common one, as the records of the Insolvent Court, could show. In truth, the main circumstance which created the prejudice against Mr. Barker was that he had lent this money to his brother. Such a fact was nothing in itself, as making out a case of gross carelessness or negligence. They were not trying Mr. Barker for bad taste, and if what he had done appeared to have been done honestly, and with a proper regard to the interest of his constituent, the circumstance of the money being lent to a brother ought not to weigh at all in the case. He (Mr. Michie) would now say a word or two more upon the law, as applicable to the case, and then would conclude. A joint breach of duty was alleged here; and, therefore, if his Honor were to tell them that upon such a declaration they must discharge or fix both defendants, they would have, as he (Mr. M.) submitted, to find that both defendants had contributed to this breach of duty, before they (the Jury) could find a verdict against either. But it was probable that his Honor might tell them that under the state of the law in this colony, as contained in the Act of Council 4th Victoria, No. 6, actions of this description were assimilated to that class of actions known to lawyers by the term of torts or wrongs; and that a verdict might be returned in favour of one defendant. And, indeed, this seemed peculiarly the kind of case to which the Legislature intended the law to apply, for although the action was brought as an action of contract, it was in essence for a breach of duty, and might have been maintained in a form in which even under the Imperial law, the Jury might have fixed one party and discharged the other. In conclusion, he would pray of them throughout the case to bear in mind the question they were to try. His client stood on his trial before them, and they were to say whether, in the words of Lord Chief Justice Abbott, he had acted "faithfully and honestly." If they returned a verdict against him, it would be a verdict without evidence to support it, that he had acted unfaithfully, if not dishonestly. He (Mr. Michie) was sure they would not in such a case, and upon such evidence, commit so grievous a wrong.

The following evidence was then called for the defence:—

Mr. G. B. White: I am a surveyor in the employ of Government, and have been employed on the Hunter for twenty-two years; my duty as such is to survey lands put up to sale, and those that were granted in former years. Occasionally I am called upon to value land that is sold without competition; I valued the land upon the knowledge I had of land selling in the neighbourhood; I was an agriculturist; I had a farm near Singleton; I have known the Castle Forbes estate since 1828; it was occupied by Mudie; I have not valued land for private parties professionally; I have done so privately; Mudie had a great deal of it under cultivation; he had about 500 acres of wheat and maize; there were 500 acres cleared in Mudie's time; 300 to the north, and 200 to the south, of the creek; all the parts cultivated were on the part of the map marked green; I never saw lot 27 on the map under cultivation; in 1840 all that part on the north side was fenced in, and all the land cultivated was enclosed; the fence was a very good four-rail fence; the value of fencing in 1840, was 3s. 6d. per rod; I cannot give the length of the fence; there was a garden; it was fenced in by a paling fence; that per rod would be worth about 5s.; it was a tolerable fence; the garden was not very good; it was from an acre to an acre and a-half in size; the house in 1840 contained three large rooms and three skillings; there was a verandah and out buildings. I can't say what stock Mudie had. [It was proposed to ask what was the market value in 1840 of the cleared part. The question was objected to, and argued at some length; His Honor over-ruled the question, saying that he had done so before.] I am not a judge of agricultural matters, but I am a judge of the quality of land; the value of the cleared part in 1840 was worth £10 10s. per acre on the north side of the creek; the land to the south of the creek was not so good—it was worth £7 10s. to £8 per acre; the land at the terrace is indifferent, it is the termination of a range, that was worth per acre in 1840, 7s. 6d. to 8s.; there were about 70 acres here; the land on the high road is better than that on the terrace; that was worth in 1840 £1 an acre if cut up into allotments, if not cut up would not be worth more than 10s. per acre; lot numbered 18 is a portion of a flat, taking in a portion of the creek; it is not cleared; the 1720 acre block is fair land; some is better than the other; it would be worth cut up into allotments, 30s. per acre; if not, 20s. per acre; that is for the land near the brook: the other portion is not so valuable, and is not worth more than 7s. 6d. per acre; I do not think there is spotted gum near the creek; I have not been there since 1840; when weather is very dry the holes in the creek are not without water; the land on the road would cut up with advantage; there is a good deal of traffic on the road, coming from the north-western country. People coming on the road could not see the allotments off the road; I know the expense of sending a crop from the Hunter was estimated at £2 per acre in 1840. Lot 19 is similar to lot 20 and the adjoining lots, now on the mortgaged estate; they were not cleared in 1840; they were timbered lightly with apple-tree; nor were they then fenced in; I have not examined the estate since 1840.

Cross-examined by the SOLICITOR-GENERAL: Mr. Dangar was once a Government Surveyor, and he has had a great deal of experience as a grazier, but cannot say as to agriculture; the land on the road side, if cut up into lots, would have been worth £1 an acre; and if not, 10s. per acre. These lots might be bought by a carrier, to put his dray and bullocks, &c., in; there would be next door to each other about ten in number, and this is the way that that part of the land would be rendered so valuable. There was a very high value on land in the colony in 1840, labour was very cheap that year; the estate was calculated for feeding a large number of cattle; in a good year 800 sheep might feed there; in a dry season it would carry only 400; it would fatten cattle, but cannot say how many; I have had no experience in the colony as to cattle; my judgment as to the values I have given is speculative, and founded upon what people might have been disposed to have given; the 300 acres that I valued at ten guineas an acres would let readily, in 1840, at £1 an acre; I did not know any small tenants on this land; one acre in ten on the Hunter, would then have been equal in quality to this; the buildings were of an inferior and of a perishable nature, built by piecemeal; I have never said that the great bulk of the land was of an inferior description, and not fit for agriculture or pasturage; and I never said it was entirely valueless; I have said the creek was never running; there is plenty of water in the large water holes, and I never saw them dry; I only surveyed the boundary lines of the estate; I never surveyed the whole of the estate; I know the Court-house; I have objected to its being placed there, because the water near is brackish; it never was occupied but once; Mudie had a great many prisoners.

Re-examined by Mr. LOWE: I do not know, of my own knowledge, that there was a sale of the estate; by speculative, I mean that it was so near the road, and that traffic would increase on it so, that parties might buy it for a speculation, with the expectation of profit hereafter.

Mr. G. Larnach: I am the son of John Larnach, of Rosemont; he was once Mudie's overseer; I know the estate; I was born on it. (He looks at the map.) The larger block, from 12 to 18, was under cultivation in 1840; I cannot say how many bushels of wheat it yielded to the acre; the crop on some lots was thick, and on others thin; there is a dray road down to the river through the part not mortgaged; it is accessible for a dray, and cattle can drink there; the terrace is steep in some places, but a man can ride down it in several places; I have frequently done so; at the end of lot 27, there is a very good place to get water at; I have driven 100 head of cattle down it at a time; there was a large paddock, including lots 27, 28, &c., in 1840; the fence was a three-railed fence at one portion, and in another four-rail, and in another five-rail fence; eighty head of cattle were constantly running in this paddock all the year round; the land on the creek in the larger block is very good in parts, and on the ridges is forest land; I have been there frequently after cattle that used to resort there in the dry season; I have seen there from 700 to 800 head of cattle at one time; many of them were strange cattle; never saw that creek dry, though I have seen other creeks in dry seasons perfectly dry; I have got water from a hole in the creek when the water in the river was not fit to drink; that part of the creek was not in the mortgaged estate; the worst part of the large block is similar to that on the terrace; there are water holes on this worst portion, some of them have water in them at the driest times.

Cross-examined by Mr. BROADHURST: In 1840 I was eleven years of age; it was in 1846 I saw the mob of cattle; I can't say when the wheat was sown in 1840; I do not remember the sale; the crop in 1839 did not average thirty bushels an acre; I am not conversant with agricultural pursuits; the neighbourhood in 1840 was populous; my father is a connection of Mudie's; I will not swear the road down to the terrace is properly described in the map; I have not been on the property with the map; I have seen a cart going the road at the end of the terrace; the road is not on the mortgaged property; there is no other part of the terrace where a cart may be taken down.

Here the Court was adjourned.

WEDNESDAY.—FIFTH DAY.

Mr. E. J. H. Knapp: I am a surveyor; I have been in the colony 22 years; I have had great experience in estimating the value of land, and in surveying it; I know the estate; I visited it first in 1837; in 1840 I was on it; in that year a greater part of the estate on the north of the road leading from Singleton was fenced in; I cannot say how many rod of fencing there was; there was on the north side of the road a great proportion of the best land; it was fenced in 1840; that portion contained about 500 acres; it was almost all clear then of trees; from having surveyed the estate, regarding its situation, the quantity of fencing on it, &c., I should think the property was very valuable; but I cannot put any specific value upon it; in 1840, I did forward an opinion of the value of the whole estate; I then considered all the 500 acres worth £20 an acre; as to the other part of the estate. I do not think I formed any opinion upon it; the lots from 30 to 44 are on the main road, and consist of fine forest land, and from their position were valuable; there is a reserved road from the rich land to the river; I caused one to be reserved; a map is called for which the witness had made; it was produced. There is one reserved road running from east to west through the breadth of the good land; it runs between lots 12 to 20 on the east of the road, and from lots 11 to 21 on the south of the road; this road was intended to be thirty feet wide. Lots 29, 30, and 31 were not fenced in when sold; there were other reserved roads on the estate; I attended the sale; I purchased lot 6 and 7 for £20 an acre; I did not complete my purchases; I bought on my own behalf; portions of the large block are forest land, with alluvial soil on the banks of the creek; the alluvial portion was fit for cultivation in 1840; I only saw the creek once; the creek may be dry in very dry seasons; I did not form an opinion of what this particular land was worth in 1840; all the last-mentioned block was good for pasturage; the alluvial land on the banks of the creek was inferior to that of the 500 acres, in two ways, in point of position and quality; and at least one-fifth less in value. One-quarter of the lots on the river were alluvial land. In lots 145 to 171 there may be 873 acres of land; lots 19 to 20 in 1840, were good forest land; it was timbered with apple-tree and gum on the banks of the river; it was fenced partially before the sale; its quality was nearly as good as that of the 500 acres, and quite as good as some of it. Some of the 500 acres were certainly superior to it. Peter M'Intyre did bid at the sale, and he gave £16 per acre for the lots he bought; John Larnach, Single, and others were present also. After the sale I was employed as surveyor by James Barker, and I furnished the parcels of the deeds to Norton.

Cross-examined by Mr. DARVALL: I did not hear Messrs. Kemp, Peek, and Lord, bid; I did not make a memorandum of the prices that were bid; lots were knocked down to Burn and Adnum, but I cannot say what lots, or at what price; I do not know of my own knowledge what Norton had to do with the purchases; I thought he was attorney for the vendor; in making the map, I was occupied about a fortnight; I was there during all that time; but all the lots were not marked out on the ground; I then surveyed the western portion of the large block; I have been at other times on the estate, both before and since; I was only employed to survey; lots from 165 to 171 I measured in 1837; there is a township marked out on the estate; I did not lay out the township before the sale; there is a township laid out on the plan, but it was not laid out before 1840; this map was produced at the sale; there were other smaller maps likewise produced; they were not precisely similar; some were; the large map has not been altered since the sale; there is a portion of the map now covered with paper, that was not so covered at the sale. I have had no experience in farming in the colony; I have managed sheep, but not a farm, for any person; I have no idea of the value of land in England; two lots were knocked down to me; I can't say whether there were two or not; I I did not complete; the 500 acres were most applicable for tillage; some of it was under cultivation in 1840; I cannot say how many years it had been cropped; of that land, when I spoke of the value of the land in 1840, I did not speak as to its agricultural purposes; I then was induced to think it worth that sum, from what Dangar gave for it, knowing he had had experience, and from other knowledge; such land must pay for cultivation; at the sale, there were descriptions handed about; Barker, I know, bought Savage's property; the roads reserved were marked after the sale; but I do not know it of my own knowledge; nearly all the 500 acres are cleared; the creek is not deep; I have surveyed other property for Norton before 1840; there are buildings in the map represented, but they were not there when the witness was there; of the 1720 acres in 1840, the alluvial land was worth clearing.

Re-examined by Mr. FISHER: I have been in the habit of valuing land for persons who are about to lend money on it; and then made the valuation in respect of the market value.

Re-examined by Mr. LOWE: I selected before 1840 a spot for a township, viz., at the cross-roads; I cannot say what the paper was put on the map for; it covers, however, the part that was sold; Mr. Dangar was a surveyor; I was paid for marking out the reserved roads, and I paid others also for them; I gave up the lots I bought to Mr. J. Barker, at his request.

Cross-examined (by permission of the Court) by Mr. DARVALL: The lots I bought were very small.

Mr. Goodall: I am a surveyor, and was so in England, and was employed for the Tithe Commissioners and Poor Law Commissioners; I was also appointed valuer in some parishes; when valuing in England, I looked to the nature of the soil, to see what it would produce, then I took into consideration the locality, whether near a market or not, then the means by which the produce could be taken to the market; from these I estimated what would be the profits, As to the pasture land I ascertained whether it was meadow, &c., and then its proximity to a market town; I arrived in May, 1840; I have seen a portion of the estate during this year; I passed along the road only; the quality of the land on the right side of the road is fit for grazing; the alluvial flat is very rich, and would grow wheat, &c. The large plan is shown to him, I pasted the paper over the parts, to show what parts had been sold.

Cross-examined by Mr. BROADHURST: I never surveyed the property; I saw the estate when canvassing for votes for Mr. Donaldson; in valuing land in England I acted from my own knowledge on some points; on others I had written instructions, especially as to the price of produce; I surveyed the Berkely estate in this colony; Singleton may be called a market town, and it is near the estate; I did not go to the market place, nor to the market hall there; I was at Singleton four times; I have valued property here as in England; I took an average of seasons in England when valuing.

Mr. A. Dodds: I am an auctioneer at Maitland; I have been in the colony fourteen years; I have had experience in the quality and value of land; I have known the estate since 1834; in 1840, I thought the cultivation land on the north side of the road was worth from £12 to £15 per acre; the forest land in the same year I thought was worth from 20s. to 30s. an acre; I thought the 1720 acres were worth about 16s. per acre.

Cross-examined by Mr. DARVALL: I was on the estate in 1836, and passing through it on the road only; I saw it previous to 1840; I was passing through it as before; I have been several times since, viz., in 1842, and merely passed through it on the road; I was there within the last twelve months, and merely passed through it by the road; I never stopped or stayed on the estate; I never saw any wheat growing there; never made a survey of the property; and never was called upon to form any opinion of the value; from riding through the property in 1837 I formed my opinion of its value in 1840; I have not been a farmer in the colony.

Mr. E. D. Day, P.M., of Maitland: I came to the colony in 1834; I rode through the estate once; and I have passed along the high road, through it, several times; I did farm once; I did not form an opinion of the value of the estate in 1840.

Mr. Watson: I know the estate; I went there in the early part of 1841, to superintend the thrashing of the crop of wheat of the preceding year; the crop was then reaped; it was thrashed afterwards; it yielded over 6000 bushels; it was sent to Lamb and Parbury, in Sydney.

Cross-examined by Mr. BROADHURST: The wheat was in a stack when I went there; I cannot remember in what month I went there; I was employed three months, and March I know was one of the three months; the stacks some of them were near the castle; I had seen the wheat when growing in 1840, it was in the latter part of the year; I did not see it reaped; some seasons are drier than others; that of 1840 was an average one; the number of acres of wheat I saw growing I cannot say; I cannot swear that the wheat I saw in stacks was the produce of 1840, and I could not say but what it was grown on a neighbouring estate.

Re-examined by Mr. LOWE: There was one very large stack containing 3000 bushels, and there may have been two smaller ones; when I saw the wheat growing in 1840 I did not see any stacks standing on the estate.

Mr. J. Mackenzie: I know the estate; I was there in November, 1840; J. Barker sent me there; I saw about 350 acres of wheat growing there; it seemed a pretty good crop; one field was not so good as the others; I got it in and stacked it into three very large stacks, and they were near the castle and the barn; the crop yielded about twenty bushels to the acre, that is to say, the best of it; the poorer part yielded something less; a part did not look so well, owing to a late sowing.

Cross-examined by Mr. DARVALL: I was not there when the crop was sown; I never did form my judgment as to what the light crop would yield per bushel; I was at the estate for five weeks.

Re-examined by Mr. LOWE: There were no stacks on the ground when I went up there.

The plaintiffs are called upon to produce a power of attorney from Dr. Graham to his sons. It was not produced. A letter from Dr. Graham to Barker, dated the 20th of October, 1842, and which was read by Mr. Lowe, in his address to the Jury, was now proved and read; it was the one in which Dr. Graham refused to accept the proposal of Barker.

Mr. J. Lamb, M.C.: I was, in 1840, a partner of Mr. Parbury; I know he purchased wheat in that year; I knew the credit of the firm of Barker and Hallen in 1840; our firm

had numerous transactions with that firm in that year; I with others was appointed trustee to the insolvent estate of that firm; and my firm was a creditor for £14,000; in August, 1840, my firm sold them a large cargo of wheat from South America; the wheat was delivered to them, and they were to pay by bills of six to nine months; Barker and Hallen I considered at that time perfectly solvent; I first suspected their credit as shaken in the latter end of October, or beginning of November of that year; We (the trustees) payed 6s. in the pound on the debts, but I cannot tell the gross amount: some were paid more than that, having obtained judgments; we made the best terms we could; wheat per bushel was 12s. in August, 1840; it rose in October, but fell afterwards considerably; we paid interest on debts due by J. Barker; I have investigated the books of J. Barker and Hallen.

Examined by Mr. Fisher: When speaking of the insolvency of the firm, I mean both Barker and Hallen; the first sign of irregularity of payment I observed, was in the latter part of October, 1840.

Cross-examined: In 1840 I was Chairman of the Commercial Bank; in August of 1840 I returned from Van Diemen's Land; I was present at the sale of J. Barker's property in January, 1841; creditors were allowed to purchase on account of their debts, and in this way some obtained 7s. 6d. in the pound; and others only 6s. in the pound.

Mr. D. Larnach, J.P.: I kept the books of Barker and Hallen; I know the trustees of the estate paid Parbury £1900 for 5663 bushels of wheat in 1841; that wheat came from off the Castle Forbes estate; the average price of wheat for the three years prior to 1840 was ten shillings a bushel; in August, 1840, it was 12s. a bushel; in November, 1840, it was 7s. per bushel; I know the trustees paid interest on a debt of J. Barker's; I was present at the sale of the estate—Messrs. Dangar, P. M'Intyre, A. Blair, John Larnach, and Mr. Adnum, &c., bought; the sum actually received on account of the sale of J. Barker was in cash £458; I know, however, his estate actually received on account of that sale about £3700, which includes the above sum of £458; another sum of £1400 was subsequently paid, and interest was received on another sum of £1600 due on the same account; they first dishonoured a bill in the latter end of October of the same year; Thomas Barker kept an account with the firm during his absence in England; it was balanced once a month; Thomas Barker arrived in Sydney on 18th September, 1840; he owed the firm on that day £567; I kept the account; there are other accounts, if taken into consideration, would make him owe £600 more; this is a private debt to J. Barker; so that Thomas Barker was indebted to the firm and to his broker in these two sums; on the 8th November, 1840, J. Barker suspended payment; Barker and Co. were carrying on an extensive business; they were carrying on contracts under Government at the time of their suspension; Thomas Barker paid to J. Barker, between his arrival and the firm's suspension of payment,—in cash £1050, and in bills about £10,000; the amount realised by the trustees of Barker and Co., of their estates, partnership and private, is about £35,000, as appears by a balance sheet made up in July, 1842, of the affairs of the insolvent estates. (A deed is put into his hands);—it is attested by Norton; it is in his handwriting; it is dated the 7th and 8th October, 1840, and is from J. Barker to Thomas Barker, to secure £5000; that sum was paid by bills at six months: there were nine bills in all—three for £1628 15s. 3d., three for the same amount, and three promissory notes for £1628 15s. 4d.,—making in all £4886 5s. 10d.; on the 28th of October, another sum of £4000 was also advanced to James Barker: this sum was advanced to take up bills of Barker and Co.; after the dissolution the holder of them wished to have them secured, and T. Barker gave bills for their amount; on the 26th September, Thomas Barker gave a cheque for £1000. (The bills are produced.) They were discounted at the Bank of Australia, by Spark; J. Barker exchanged them for Spark's bills at a shorter date; in the bill book those bills are entered; Spark's bills were not all ultimately paid; Thomas Barker's bills were paid; J. Barker handed over some shares in the Sydney Bank and other companies, as securities, together with the mortgage to Thomas Barker, for moneys advanced by him; these shares were worth nothing to Thomas Barker.

The Court was here adjourned.

THURSDAY.—SIXTH DAY.

Mr. Larnach was re-called this morning, and his examination was continued by Mr. Lowe: (A cheque is shown to him.) It is in T. Barker's handwriting; it is for £1000, and is dated the 26th September, 1840, payable to the firm of Barker and Co. Other bills are shown him, in favour of Bettington, and signed by T. Barker, for £3000 and £1000; they were paid, and were endorsed by Bettington; I saw R. Graham, the plaintiff, during the last few years, and have offered to explain the books to him, with a view to show him how his father's money had been lent; I also told him that T. Barker had lent money to his brother in addition to Graham's; he expressed generally an unwillingness to go into the accounts; the books gave a correct account of all payments between the firm and T. Barker; I do believe there were not any other payments made which are not entered; the firm paid T. Barker £2000 per annum for the mills, &c.; the trustees of the firm paid the same to T. Barker for the mills without the windmill, &c.; Barker and Larnach paid at first for the mills £2000 per annum for the same property; in 1845 it was reduced to £1300.

Cross-examined by the SOLICITOR-GENERAL: I thought the firm was not solvent up to the 8th of November, 1840; I did not know the private transactions of the firm, and did not know how they had raised money for two or three months prior to the last-mentioned month: but I knew they had had accommodation paper prior; and I did not keep their bill-book, though I had access to it; they had dishonoured bills about ten days before the 8th of November. On the 18th September, 1840, the balance due to J. Barker from Thomas Barker was £567; that is the real balance; the rent due for August was not charged in that balance, that would be £133 6s. 8d., not the fraction of rent due in September; an item of £161 3s. 3d. paid in Scotland is not charged either; small advances made to Sheppard are not brough in to the account. On October 27, £696 17s. 6d. is placed to the credit of Thomas Barker for land sold to him on the North Shore; and there is a charge of interest on that sum to the credit of Thomas Barker paid. There were other sums that ought to be charged as set-off against those sums not brought into the balance. The 9th September, 1840, the firm accepted the draft of Thomas Barker for £500; T. Barker was indebted to the firm on the 18th September, and on the 19th that £500 draft was accepted; it is charged as cash before it was paid. On the 28th May, 1839, there are entered two bills of Wilkinson's—they are dated one year for £500, and three years for £500—on account of Thomas Barker, and accepted by the firm; one of them was paid by the firm, the other was paid by Thomas Barker himself; these bills were accepted by the firm, as attorney for Thomas Barker, and why they are so entered, the reason must be best known to themselves; on the 26th September, 1840, there is an entry of £1000 cash; there is a cross against it in order to get the check to produce it to-day; it is entered to the credit of Thomas Barker; the wheat I spoke of as coming from Castle Forbes I did not see come; I received it merely as such; Thomas Barker proved against the estate of the firm for £9010; I was acquainted I think with all their private transactions; the firm were in 1839 and 1840 under contract to supply bakers with flour, and were sued on some of them; they entered into many contracts of this nature in 1839, and the bakers gave bills in advance; Thomas Barker after the insolvency, in the time of the trustees, principally conducted the business of the mills; the trustees not only sold the old stock, but purchased new, and it was not a mere winding up, but a purchasing of new stock, for the benefit of the creditors; I purchased from the trustee subsequently, and it was arranged, perhaps at the time or before, that myself and Barker should go into partnership; we have carried on the business ever since; we purchased in July, 1842, and we have had much cause to regret the purchase.

Re-examined by Mr. Lowe: Mr. Lamb also attended to the trust as well as T. Barker; Thomas Barker and the others incurred large liabilities for the purpose of carrying on the trust estate; they had a cash credit, &c.; the balance was the real balance, according to the means of my knowledge then in making it; Barker and Hallen would not have been enabled to have paid 20s. in the pound, if property had retained its value as it had in November, 1840; all Wilkinson's bills were paid, except one for £500, which was not due when the firm became insolvent, and it was paid afterwards by Thomas Barker.

Mr. William Macpherson: I was, in 1840, a Director of the Commercial Bank, and in that capacity did business with the firm; they were in good credit up to the 30th of October, 1840; and on that day the bank discounted their bills.

Mr. James Barker: I purchased the estate from Major Mudie at the recommendation of Thomas Barker, in 1836; before that I kept my brother's books; my brother retired from business in 1834, myself and Hallen succeeded him in it; my brother advanced me money to set me up in business; he also became security for £3000; besides he left £5000 in the business; these liabilities were discharged by me before my brother's arrival in the colony from Europe; we paid rent for the mills at first, and gave £1200 a year; I gave for the estate £3000 in money, subject to a mortgage of £1000; I gave £3000 more for 1200 sheep and 150 head of cattle, that is to say, I gave £7000 for the whole property, including stock, &c.; I afterwards spent on the estate £600 in fencing portions of it in; Thomas Barker was not a partner with me in any shape in the business I took of him; in 1840 there were 350 acres in crop; at the sale the whole amounts of purchases were £8660, and of this £6000 were paid; before the sale, J. Larnach offered me £16,000 for the whole property, including the land only; I said in a subsequent conversation after the sale that I would not have sold it under £20,000; J. Larnach did purchase at the sale; Norton was my solicitor at this time; at the time of my brother's arrival the credit of my firm was good; I went to see my brother on board the vessel he arrived in; I applied then, or soon after, to him for money, viz., £10,000, and I offered the estate as a security; it was not then mortgaged; as to the estate, I told him that there had been a sale in the August prior, and what that sale had realised; I told him what parts had been sold; I told him that real property had increased in value during his absence; I did not mention what part had been cleared, &c., because I knew he had been there before his departure; my brother did not accede to the proposition; he made several objections; he said he would consult with Norton; he was my brother's solicitor, and he was mine at this time also; my brother advanced me £11,000 after his arrival before my suspension of payment; this money went into the account of the firm at the bank, and was spent in the business; none of that money ever found its way back to my brother; Hallen and myself dissolved partnership on the 25th September, 1840; he did not receive any money for going out of the partnership; our payments, during the twelve months prior to November, 1840, were £317,000; between my brother's arrival and my suspension we paid £35,000 away; my brother owed the firm on his arrival about £500; and to my private account he owed £1300, and I owed him about £600 for some land; as soon as Hallen went out, the distinction as to these debts ceased; they merged into one; my brother remained about fourteen days in Sydney after his arrival, and then went out of town; he came back on the 23rd of October; my brother met with an accident upon his second arrival in Sydney; he was in town when the mortgage was executed, and he went away immediately after; the first of the firm's bills was dishonoured on the 28th of October, in 1840; on the 8th November, I called a meeting of my creditors by the advice of my brother; I wrote frequently to my brother in Scotland; I never wrote to him, during his absence, that the credit of the firm was bad, or, that it was in insolvent circumstances; (a letter is produced to him) that is in my handwriting.

Examined by Mr. MICHIE: I often saw Norton about my business; he knew that I was carrying on this large business; we were both living in Sydney; after the sale, the accounts sales and contracts were at his office; he, of course, knew of the sale; the price of land had increased very much between 1836 and 1840; I don't remember whether I told my brother what Larnach had offered for the estate.

Cross-examined by Mr. BROADHURST: We commenced business in 1836, and continued together until the arrival of my brother; I saw the estate soon after I purchased it; I was there just before the sale, and it was then that Larnach made the offer to me; I never saw my brother at the estate, nor Mr. Norton; the sheep I got with the estate I heard were scabby; cattle and sheep were low in price, in 1836; I paid £1000 down in cash, and the £1000 was paid soon after; in fact, I paid £4000 in money; the rest was paid by a mortgage on Lindsay, to relieve the Castle Forbes estate; I have not been an agriculturist; I cannot say of my own knowledge there were 3500 acres of wheat on the estate in 1840; the solicitor for the trustees was Norton; I could not have written to my brother that I was not solvent; in 1840, occasionally I got accommodation paper, and I did not experience any difficulty in getting it; I have paid bills by getting accommodation paper occasionally, I never dishonoured bills; I exchanged accommodation paper when raising funds; I think I did, on the 19th of September, 1840, exchange accommodation paper for £1000 with Spark; I cannot say how often I may have done so in that year with Spark; Spark became insolvent soon after the firm; I may have exchanged bills with Hughes and Hosking in the same way as with Spark; I have exchanged also in the same way with other persons; the books now produced could have been seen by my brother on his arrival; he was at the office where they are kept two or three days after that took place; when I applied to my brother, I was had pressed for money; I was very short of money; I knew just as much of Norton's business as he did of mine; my brother I know purchased very large purchases of land in the colony before 1840.

By a Juror: The deed of partnership would have expired in 1842.

Mr. Berry, M.C.: I dealt in 1840 with the firm of Barker and Hallen; I was a creditor on the estate; I sold wheat to them usually; their credit in 1840 was good; until I heard they were insolvent, I did not know their credit was bad.

Mr. Robert Campbell: I am a merchant; I sold rice to the firm in May, 1840, taking bills in payment; their credit was very good then; the bills were not paid; we got 13s. in the pound, having obtained a judgment on the bills.

Mr. Taylor, clerk to Minithorpe and Co., attorneys: They were employed as attorneys to the plaintiff; I cannot say whether a power of attorney from Dr. Graham to his sons was handed over to Mr. Want. [It was admitted that Mr. Want had had it, but had it not now, it being filed in the Supreme Court; the copy of the power of attorney was produced, this was tendered in evidence but objected to, and his Honor refused it.]

Mr. John Raymond: I was clerk in the Commercial Bank; the two cheques signed by the defendant, for £3000 each, went to the credit of James Barker on the 3rd, and on the 8th of October, 1840.

Cross-examined by Mr. BROADHURST: The entry in the book of the sum is not in my handwriting; I looked at the book to refresh my memory as to the date only.

Mr. James Barker was recalled and examined by Mr. Lowe: No portion of the £6000 paid by the defendants came to the hands again of Thomas Barker.

Cross-examined by Mr. BROADHURST: I am still on terms of friendship with my brother; I have been in Court all the time of the trial; I have spoken to the witnesses for the plaintiff as to what evidence they could give on particular points, and with some before they were examined; I have been present at consultations with my brother, when he and his attorney were speaking about the case.

This was the defendant Barker's case.

The following witnesses were then called for the defendant Norton:

Mr. A. Young, the Sheriff: I have had great experience in the investing money in this colony on mortgage. The means I employed in ascertaining the value of land when lending money were as follows: I was influenced partly by the character of the party who wanted the money, and from examination what the property would have sold for, if I had occasion to turn it into money; I thought property was on the rise in 1837, and the following years; a great guide also was the market value of land in the same neighbourhood.

Cross-examined by the SOLICITOR-GENERAL: If I wished to have had interest paid punctually, and looked to the land as a security—simply — in 1840, I should not have thought much about the annual return of the property. I should have calculated, that if interest were not paid, I should have sold the property and re-invested; this would no doubt have been attended with expense and delay; this would, too, have interfered with the amount of the interest to be received; when lending money, I did not pay it before the deeds were executed; it would not be prudent to do so.

This was the defendant Norton's case; and the Court was here adjourned.

FRIDAY.—SEVENTH DAY.

The SOLICITOR-GENERAL, in rising to reply, was in the first place about to address himself to a technical objection taken by the learned counsel for Mr. Barker (Mr. Lowe) in support of a nonsuit, namely, that it was necessary that a special undertaking should be proved, made antecedently to the investment of the money in question, in which the defendants had contracted to act as agents for the plaintiff.

His HONOR relieved the learned counsel from this argument, ruling that the act of investing the money without their being absolutely bound to do so was sufficient.

The SOLICITOR-GENERAL, having been relieved from this objection, would proceed to one other point of law, which, however, he should detain them but a short time in discussing. It had been urged by learned counsel that the declaration did not bring the defendants under the Joint Contractors' Act, and therefore that they could not find a verdict against one and not the other. He thought he should be easily able to show that this was not the case. The 19th section of the Joint Contractors' Act he would read to them. [The learned counsel read the section.] Now the defendants were charged in the declaration with having entered into a joint contract to take care of this money for Dr. Graham. They were by this contract brought within the very words of the section. He contended that the declaration might have laid in tort; the defendants might have been charged with torts done by them; but the course adopted by the defendants clearly brought them within the terms of the Joint-Contractors' Act. If such were not the case, the most extraordinary consequences would arise, for it would involve this absurdity, that the wisest precautions for affording additional security, would tend to render a party less secure. Because Barker for the greater security of Dr. Graham, had urged that gentleman to associate Mr. Norton with him (Barker) in the trust, that very circumstance of caution was, it was now urged, to be the ground why Barker should be released from his liability. He took the law to be this, the defendant Barker might have repudiated the trust; he might have refused to invest the money; he might have said he would not be associated with Mr. Norton in the trust. But he did not do so; on the contrary, he chose Mr. Norton for his associate, and he must say in all sincerity he should have thought in chosing Mr. Norton he had made an admirable selection. But Norton might also refuse to have been associated in the trust. He might have said that he could not spare the time from his own business and avocations to be looking out the means of safely and profitably investing money for Dr. Graham. He might also have said, though perhaps it would have been rather hard and uncivil, that he would not associate with Barker, whose schemes for the investment of the money he had not time to sift. What would have been the consequence of such a refusal? simply, that the money would not have been invested till some other party to accept the trust were found. But having accepted the trust, having invested the money, both parties became bound to fulfil it with such skill and experience as they possessed. After the whole of the evidence that had come out, he thought it was impossible for them to come to any other conclusion than that both defendants had been guilty of gross negligence. He feared he should have to appear somewhat tedious to the Jury in going over the evidence to show how the money was first lent, and then clearly to prove that it was lent by the plaintiff in a peculiar way, which was not to involve any risk or peril of its loss. In the first place, it was shown by Barker himself that he had come forward officiously to take charge of this money. By Barker's letter to the plaintiff it plainly appeared that it was originally intended that Edwards and Hunter should have the lending out of it. Barker himself did not suggest anything against Edwards and Hunter. It was not likely he would; but he says that Dr. Graham's man of business had pointed out to him that, their being in business themselves was an objection which had so much weight with him, that the consideration of the position of Dr. Graham, the risk, and the fine family of the plaintiff, he was almost tempted to allow himself to be put in nomination as the plaintiff's agent. Kind consideration! amiable weakness of Mr. Barker. But another objection to this plan strikes him. He suggests that he may die, and in case of his death, he adds, his brother James is also in business. What prudence—what caution—what foresight! How very friendly of Mr. Barker so minutely to weigh the risk of entrusting this money to such men as Edwards and Hunter, or his brother who were in business, and then a short time after to go and place this very money in his brother's hands. He then suggests the name of his solicitor, Mr. Norton, to be associated with him as a co-trustee, and speaks of him in the highest terms. He (the Solicitor-General) would repeat, that he believed the praise of Mr. Norton's prudence, probity, and highmindedness, to be perfectly deserved, but it appeared that Barker knew Norton better than he did; for he would not have believed for one moment, until he had seen it in evidence, that Norton would ever have allowed Barker to do what he liked with the money which he was associated with him to invest. The letter in which this proposition was made, and in which Barker offered, if associated with Norton, to become the agents of the plaintiff, showed, that from the first beginning Barker knew the whole of the circumstances. He knew how the money was to be lent—he knew what sort of security—he knew the position of Dr. Graham's family—he knew that this money was his all, and that literally its safe investment was a question of life and death to Dr. Graham. Then, on the 30th April it appeared, that Norton and Barker were appointed agents for Dr. Graham, with power to invest and reinvest as they might think fit, the sum of 10,000£., in mortgages and other securities, with power of attorney. It had been said by the other side, that they (the plaintiff's counsel) should have jumped at this power of attorney; but of what use was the power of attorney to their case without the letters of instruction by which it had been accompanied? and these the defendants refused to produce? Had these letters been forthcoming, it was probable they would have shown that the interest on the money to be invested was not the only consideration, but that the paramount object was an investment on unquestionable security. He might stop here, and rely that enough had been proved to them that Barker was acquainted with all the circumstances of the plaintiff—that he was aware that the very existence of the plaintiff depended upon the security taken for his money—that he knew that there must not be the slightest risk. But if further proof were needed, it was to be found in Barker's own letters addressed to Dr. Graham after the money was invested. In one of these letters he assures Dr. Graham that his money is quite safe, that in the matter of a trust so sacred, he considered himself and his own property amenable for the money invested. The defendants further ask, why this action had been delayed so long—that the plaintiffs had been pondering for nine years before they could make up their minds. This was one of the specimens of candour in which their case was got up. Why, who in the face of such promises as these would think of bringing an action? Could they anticipate conduct so shuffling and scandalous as this after the declaration of Barker, that he considered himself and his property amenable to Graham's claim? Under such circumstances, what had the plaintiff to ponder about? There was a further letter, dated 25th September, 1843, put in by the defendants, in reference to a proposal made by the defendants to the plaintiff. But it was quite clear that this letter could not be in answer to that proposal, as the letter containing the defendant's offer was dated 15th September. In the letter of the 25th, Dr. Graham certainly did remonstrate in the very mildest manner on the breach of promises to which he had been subjected. There must have been some other letter from the plaintiff in reply to defendants' proposal; and if so, why was not that letter produced? In the letter they did produce, Dr. Graham called for adequate security for his money, no doubt meaning security on land, and stated that he could not feel justified in accepting the personal bond of the defendant Barker as security. What could they want milder than this? After Dr. Graham found that Mr. Barker had twice promised that he himself and his property should be amenable to his claim, and that these promises had been broken, how could he again place confidence in him? How could he, in justice to himself or to his family, again rely on his word as the security for the money which was all he and his family had to rely on? Who would do such a thing; or if they did, who but themselves would they have to blame for any loss that might ensue? He repeated he looked upon the request as made in the mildest form—that asked for adequate security for such part of the money invested which was not covered by the value of the mortgage in the Castle Forbes estate. This estate Mr. Barker had informed Dr. Graham was not an adequate security for the whole of the money invested in the mortgage. In a letter to him, he told him that it had been put up for sale, and that there were no bidders for it, and no rents derivable from it. The letter of Dr. Graham went on further to direct Mr. Barker to deliver up the securities to his son Robert, whom in compliance with the request of both defendants he had sent to relieve them from the management of his affairs. The management of his affairs—better to have said mis-management. Pity it was they were not relieved before, for by this time it did look something like locking the stable when the steed was gone. The letter concluded with an expression of the deep regret felt by Dr. Graham, at the necessity which a sense of justice to his family involved, of having to write this letter: and in allusion to a quarrel which had taken place between his son Robert and Mr. Barker, after expressing his utter ignorance of the circumstances under which the quarrel arose expresses his hope that a reconciliation may be speedily effected. Was it possible, he would ask, that a letter like this could induce the extraordinary letter from the defendants, in reference to their offer? And yet this was the only evidence they had on this subject. This was the only letter they had produced from Dr. Graham—this was the only evidence that the other was rejected with scorn. Even his learned friend's accomodating witness Mr. Larnach could not give them any more information on this point. Mr. Robert Graham was there to answer their questions, and they could not elicit anything else from him. There was no sign whatever of the offer being rejected but this letter, conceived in a Christian spirit, and bearing this mild manly tone. He would now come to the boasted candour in which this case had been brought before the public. A great show had been made of the desire of the defendants to place every fact and circumstance before the Jury—to make the

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